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**ASSET PURCHASE AGREEMENT**

**among**

**STAR KFC REALCO TWO, LLC AND STAR PARTNER ENTERPRISES TWO, LLC,**

**collectively as “Buyers,”**

**and**

**KAZI FOODS OF MICHIGAN, INC., KAZI FOODS OF FLORIDA, INC.,  
KAZI FOODS OF NEW YORK, INC. AND KAZI FOODS OF ANNAPOLIS, INC.**

**collectively as “Sellers”**

**Dated February 20, 2012**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of **February 20, 2012** (the “**Execution Date**”), is made by and among **KAZI FOODS OF MICHIGAN, INC.**, a Delaware corporation (“**Michigan**”), **KAZI FOODS OF FLORIDA, INC.**, a Delaware corporation (“**Florida**”), **KAZI FOODS OF NEW YORK, INC.**, a Delaware corporation (“**NY**”) and **KAZI FOODS OF ANNAPOLIS, INC.**, a Delaware corporation (“**Annapolis**”; and collectively with Michigan, Florida and NY the “**Sellers**”), and **STAR KFC REALCO TWO, LLC**, a Texas limited liability company (“**Realco**”) and **STAR PARTNER ENTERPRISES TWO, LLC**, a Texas limited liability company (“**Partner**” and collectively with Realco the “**Buyers**”). Unless otherwise set forth herein, capitalized terms used in this Agreement are defined or cross-referenced in Article X.

### RECITALS

WHEREAS, on February 17, 2011 (the “**MI Petition Date**”), Michigan and Florida commenced voluntary cases (collectively, the “**MI Bankruptcy Case**”) under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Michigan (the “**Bankruptcy Court**”); and on March 21, 2011, NY and Annapolis (the “**NY Petition Date**”) commenced cases (collectively, the “**NY Bankruptcy Case**,” and together with the MI Bankruptcy Case, the “**Bankruptcy Case**”) under chapter 11 of the Bankruptcy Code, in the Bankruptcy Court, which cases were administratively consolidated into the MI Bankruptcy Case.

WHEREAS, pursuant to a motion filed by the Sellers, the Bankruptcy Court entered an Order (Doc. No. 577) (a) approving certain procedures governing the sale of all or substantially all of the Sellers’ property and assets and the assumption and assignment of the Sellers’ executory contracts and unexpired leases and (b) granting certain related relief.

WHEREAS, this Agreement shall constitute a Qualified Bid (as such term is defined in the Sale Procedures);

WHEREAS, Buyers desire to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, assign, transfer, convey and deliver to Buyers the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with sections 105, 363, 365, 1146 and all other applicable provisions of the Bankruptcy Code; and

WHEREAS, Buyers have made, or will make concurrent with the execution of this Agreement, funding in an amount equal to \$6,600,000 (the “**Proof of Funding**”) into an account (the “**Funding Account**”) with the MV Equity Partners, Inc. (“**MVE**”) and have provided Sellers with evidence of Proof of Funding.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyers hereby agree as follows:

**ARTICLE I.**  
**PURCHASE AND SALE OF THE OPERATING ASSETS**

Section 1.1 **Transfer of Operating Assets**. At the Closing, and upon the terms and conditions set forth herein and the Sale Order, Sellers shall sell, assign, transfer, convey and deliver to Partner free and clear of all Liens, Claims and Interests except for the Assumed Liabilities specified in Section 1.4 below, and Partner shall purchase from Sellers “as is where is”, all of Sellers’ right, title and interest of every kind and nature (including indirect and other forms of beneficial ownership) in and to all of the properties, assets and rights (contractual or otherwise) in each of the Acquired Stores as of the Closing Date, whether tangible or intangible, real or personal and wherever located and by whomever possessed including, without limitation, those assets described below (collectively, the “**Operating Assets**”), but excluding the Excluded Assets and the Real Properties:

- (a) Petty and other restaurant operating cash on-hand, but excluding cash in transit, at the Acquired Stores (the “**On-Hand Cash**”);
- (b) All Inventory on-hand in the Acquired Stores (the “**On-Hand Inventory**”) plus all Inventory that has been ordered by Sellers for the Acquired Stores but that has not yet arrived (“**In-Transit Inventory**”);
- (c) The leased real property of Sellers relating to the Acquired Stores leased pursuant to the leases included in the Acquired Contracts, to the extent assignable and transferable, including all Leasehold Improvements thereon (collectively, the “**Leased Real Property**”);
- (d) All tangible personal property, including but not limited to all machinery, equipment, supplies, materials, office furniture and office equipment, computers, mobile phones, personal digital assistants, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, computing and telecommunications equipment, safes and alarms, and other items of personal property owned or leased by Sellers for use in the Acquired Stores, and all warranties and licenses thereunder or related thereto; but excluding all computer hardware and systems not physically residing in an Acquired Store location;
- (e) All advertising and promotional materials and any rights thereto possessed, or entitled to be used, by Sellers;
- (f) The Contracts listed on Schedule 1.1(f), other than those excluded by Buyers from the Acquired Assets pursuant to Section 1.3 hereof (if any), but including all contractual rights (including rights to indemnification, exculpation, advancement or reimbursement of expenses), Claims, causes of action, choses in action, lawsuits, demands and judgments in law or in equity, of every kind and nature, that Sellers have or may have against any other Person and that are related to the Acquired Contracts, other than those excluded pursuant to Section 1.3 (the “**Contract Claims**” and such acquired contracts, the “**Acquired Contracts**”);

- (g) All permits, registrations, Orders, operating permits, certificates of occupancy, approvals, authorizations and licenses (collectively, the “**Permits**”) issued to Sellers by any Government or other third party, including those listed on Schedule 1.1(g);
- (h) All insurance benefits, rights and proceeds arising from or relating to any event or incident between the date of execution of this Agreement and prior to the Closing that materially and adversely affects, impacts or alters any Acquired Asset;
- (i) Except for the Excluded Assets included in Sections 1.3(f) and (g) all rights, Claims, rights of offset, causes of action, lawsuits, judgments and other Claims or demands of any nature against any third party arising out of, and with respect to, the Acquired Assets or Assumed Liabilities;
- (j) All books, files and records held or otherwise owned by Sellers in Sellers’ possession or control that relate to current or former employees and other personnel, including, without limitation, books, files and records that are related to medical history, medical insurance or other medical matters and to workers’ compensation and to the evaluation, appraisal or performance of current or former employees and other personnel of Sellers (collectively, the “**Employee Records**”);
- (k) Copies of all books, files and records of sales and general business operations of the Acquired Stores and Sellers’ supplier lists for the Acquired Stores in Sellers’ possession or control or to which Sellers’ have access (“**Business Records**”);
- (l) All goodwill as a going concern and all other right, title and interest of Sellers in and to the general intangibles incident to Sellers’ business at the Acquired Stores;
- (m) Any and all computer applications and software, whether owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-business usage, all computer operating, security or programming software, owned or licensed by the Sellers, and, in each case, all source code, executable code, data, databases and related documentation of any of the foregoing, and copies and tangible embodiments of any of the foregoing in whatever form or medium, including Sellers’ proprietary software and documentation used to transfer (FTP-File Transfer Protocol) and process (translate the data) the Sabretooth and Aloha software used by Sellers;
- (n) All telephone numbers, fax numbers, email addresses, websites, URLs and internet domain names, including those listed on Schedule 1.1(n); and
- (o) All monies payable, whether rebates or dividends on account of, accrued by or due from Pepsi Cola to Sellers pursuant to any agreement or arrangement with Pepsi Cola (collectively, the “**Pepsi Prebates**”).

Section 1.2 **Transfers of Real Properties.** At the Closing, and upon the terms and conditions set forth herein and the Sale Order, Sellers shall sell, assign, transfer, convey and

deliver to Realco, free and clear of all Liens, Claims and Interests except for the Assumed Liabilities, and Realco shall purchase from Sellers, all of Sellers' rights, title and interest of every kind and nature (including indirect and other forms of beneficial ownership) in each of the real properties set forth on Schedule 1.2 (the "**Real Properties**"; and together with the Operating Assets the "**Acquired Assets**"), except for the real properties set forth on Schedule 1.2(a) (the "**Escrowed Properties**"), to which Sellers shall convey to Realco title as reasonably practical upon Sellers receiving marketable title to same and to which Buyers shall receive possession at Closing. Sellers shall be responsible for paying the costs of owners title policies for the benefit of Buyers for all of the Real Properties transferred, including the Escrowed Properties.

Section 1.3 **Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, Sellers shall retain all rights, title and interests in, to and under those assets, properties and rights of Sellers that are not included in or used in the operation of the Acquired Stores and the following assets (collectively, the "**Excluded Assets**"):

- (a) All of Sellers' cash, checks, cash equivalents, credit card receipts for transactions prior to Closing, cash and deposits in Sellers' bank accounts, cash-in-transit and all accounts receivable of Sellers earned as of the Closing Date, other than the On-Hand Cash.
- (b) All equity ownership interests in Sellers;
- (c) Subject to Section 2.4, all rights to refunds of, credits for, and Claims in connection with Taxes of Sellers, and any records relating to Taxes of Sellers;
- (d) Subject to Section 1.1(h), all insurance premiums, claims for refunds of premiums for insurance policies, policies, contracts and coverage obtained by Sellers, and all rights to insurance proceeds or other Contracts of insurance or indemnity (or such similar agreement) recoveries;
- (e) All avoidance Claims and causes of action arising under chapter 5 of the Bankruptcy Code or any other fraudulent transfer statute and any related Claims and causes of action under applicable non-bankruptcy law arising out of the same set of facts, the Claims asserted in Adversary Proceeding No.11-6900 pending in the Bankruptcy Case, and the proceeds from any of the foregoing;
- (f) All rights of and benefits to Sellers under this Agreement, the Ancillary Agreements or any other agreements or instruments otherwise delivered, executed or made in connection with this Agreement;
- (g) Each Contract to which Sellers are a party that do not constitute an Acquired Contract, and all deposits, Claims, rebates or refunds thereunder or related thereto;
- (h) All prepaid expenses and deposits of Sellers made by the Sellers since the filing of the Bankruptcy case, including, but not limited to, those listed on Schedule 1.3(h) up to a maximum of \$500,000, and retainers paid to professionals (the

“**Excluded Deposits**”) and the right to receive and retain all mail and other communications of the Sellers;

- (i) The assets listed on Schedule 1.3(i);
- (j) Corporate seals, minute books, charter documents, stock transfer records, record books, original Tax and financial records and such other files, books and records relating to any of the Excluded Assets or to the organization, existence or capitalization of Sellers;
- (k) Contracts that Buyers have identified prior to the Closing that Buyers will not assume at Closing; and
- (l) Computer hardware and systems not physically residing in an Acquired Store location.

Section 1.4 **Assumption of Liabilities**. At the Closing, Buyers shall not assume any obligations or Liabilities from Sellers other than those obligations and Liabilities expressly listed below (all such Liabilities and obligations assumed pursuant to this Section 1.4, the “**Assumed Liabilities**”):

- (a) All real estate and personal property Taxes, and other related assessments and fees, if any, related to or arising from the ownership of the Acquired Assets arising after Closing (the “**Property Taxes**”);
- (b) Up to \$52,500,000 of Liens, Claims and Interests of General Electric Capital Corporation and its affiliates (“**GE**”) against the Sellers’ for loans made prior to the Petition Date, which Liens, Claims and Interests (the “**GE Secured Claims**”) are being restructured and paid as set forth in Section 2.1 below;
- (c) Sellers’ secured debt to YUM! Capital Funding Corporation (“**YUM!**”) in an amount not to exceed \$720,000, which shall be paid pursuant to the terms of the Annapolis Note to YUM! dated December 11, 2009;
- (d) Sellers’s obligations to pay for In-Transit Inventory;
- (e) Sellers’s obligations under the Acquired Contracts, to the extent that those obligations arise, and relate to any time period, after the Closing Date;

This Section 1.4 shall not limit any claims or defenses Buyers may have against any party other than the Sellers. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any third party against Buyers or the Sellers as compared to the rights and remedies which such third party would have had against the Sellers had Buyers not assumed such Assumed Liabilities.

Section 1.5 **Excluded Liabilities**. The Acquired Assets are being sold, assigned, transferred, conveyed, and delivered to Buyers free and clear of any and all Liens, Claims, and Interests pursuant to 11 U.S.C. §§ 105 and 363, except for the Assumed Liabilities. Buyers are



assuming only the Assumed Liabilities and are not assuming, and shall not be the successor to, any other Liability or obligation of Sellers or any predecessor or Affiliate of Sellers whatsoever, or any Liability or obligation related to Sellers' businesses of any nature (either pre-petition or post-petition), including, employee related salaries, benefits, accrued vacation, employee related taxes that accrued prior to Closing, any direct or indirect Indebtedness, guaranty, endorsement, Claim, loss, damage, deficiency, cost, expense, obligation or responsibility, whether fixed or unfixed, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, due or to become due, choate or inchoate, liquidated or unliquidated, secured or unsecured, or any Lien or Interest related thereto. All such Liabilities and obligations shall be retained by, and remain Liabilities and obligations of, Sellers (all such Liabilities are, collectively, the "**Excluded Liabilities**"). The Parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement shall not create an Assumed Liability or other Liability of Buyers, except where such disclosed Liability or obligation has been expressly assumed by Buyers as an Assumed Liability under Section 1.4.

Section 1.6 **Post-Closing Liabilities.** Buyers acknowledge that Buyers shall be responsible for all Liabilities and obligations relating to Buyers' ownership or use of, or right to use, the Acquired Assets and the Assumed Liabilities after the Closing Date, including without limitation all Taxes arising out of or related to the Acquired Assets or the operation or conduct of the business acquired pursuant to this Agreement for all Tax periods beginning after the Closing Date.

## ARTICLE II. CONSIDERATION

### Section 2.1 **Purchase Price.**

- (a) The base purchase price for the Acquired Assets is estimated to be approximately \$56,220,000 ("**Base Purchase Price**"), consisting of (i) the Cash Consideration of \$2,850,000, (ii) the assumption by Realco of \$32,750,000 of Sellers' secured debt to GE ("**Realco Term Note**"); (iii) the assumption by Partner of \$19,750,000 of Sellers' secured debt to GE ("**Opco Term Note**"); (iv) the assumption by Buyers of Sellers' secured debt to YUM! not to exceed \$720,000 (the "**YUM! Note**"), and (v) the first \$150,000 of the Pepsi Prebates received by the Buyers following the Closing Date ("**Sellers' Prebates**"); subject to adjustment (the "**Adjusted Purchase Price**"), as provided below.
- (b) The Adjusted Purchase Price shall consist of the (i) Cash Consideration, as adjusted in Section 2.1(c), (ii) the principal amount of the Realco Term Note, as adjusted pursuant to Section 2.2, (iii) the principal amount of the Opco Term Note, as adjusted pursuant to Section 2.2, (iv) the principal amount of the YUM! Note outstanding at Closing and (v) the Sellers' Prebates.
- (c) The cash consideration ("**Cash Consideration**") payable at closing shall be equal to \$2,850,000 (A) plus or minus the Prorated Amounts, as initially determined pursuant to Section 2.4; (B) less the Cure Costs directly wired to the respective

counterparties to the Acquired Contracts pursuant to Section 2.7(a); and (C) less the Cure Costs Dispute Amount deposited with the Cure Dispute Escrow Agent.

Section 2.2 **Purchase Price/ Note Principal Adjustment.**

- (a) Set forth on Schedule 2.2 is a list of Stores at which the Real Property Lease has expired or at which the landlord has not consented to the extension of the assumption deadline under 11 U.S.C. §365(d)(4) for such leased property (the “**Expired Leases**”). Prior to the Closing Date, the Sellers and the Buyers shall use commercially reasonable efforts to obtain from the landlords from which each Expired Lease was obtained either (i) an agreement to enter into a new lease with Partner for each Expired Lease, (ii) an agreement to the assumption by Partner of the Expired Lease, or (iii) an agreement that Partner may continue to operate under the terms of the Expired Lease for a period of time, in each case, on terms and conditions satisfactory to Buyers (in each case, a “**New Lease**”). If, on the Closing Date, (i) the Buyers have not obtained a New Lease with respect to each Expired Lease or (ii) Sellers cannot deliver to Buyers at Closing an effective assignment of any Real Property Lease other than the Expired Leases satisfactory both to Buyers and GE (in each case of (i) and (ii), a “**Failed Lease**”), the Purchase Price shall be reduced by means of a reduction in the principal amount of the Opco Term Note executed at Closing.
- (b) If Buyers determine prior to Closing that: (i) GE will not lend on any of the Real Properties included on Schedule 1.2 (not the Escrowed Properties) because such lenders cannot determine that Sellers have title to such Real Property, free and clear of all Liens, Claims and Interests; or (ii) Buyers’ decline to purchase any of the Real Properties included on Schedule 1.2 (not the Escrowed Properties) because Buyers’ cannot determine that Sellers have title to such Real Property, free and clear of all Liens, Claims and Interests (with each of (i) and (ii), a “**Failed Property**”), the Purchase Price shall be reduced by means of a reduction in the principal amount of the Realco Term Note executed at Closing (together with the Opco Term Note, the “**Notes**”). The Stores actually acquired at Closing by Buyers, whether leased or owned, shall be referred to herein as the “**Acquired Stores**”.
- (c) Within 35 days after Closing, Buyers shall notify GE whether On-Hand Cash was less than \$1,000 per Acquired Store, on average, whether and On-Hand Inventory was less than \$5,000 per Acquired Store, on average, and whether the Prorated Amounts paid by Buyers at Closing were higher than actual amounts. The principal amount of the Opco Term Note shall be reduced by the amount by any shortage of average On-Hand Cash or On-hand Inventory received by the Buyers and by any overpayment by the Buyers of the Prorated Amounts.
- (d) At any time prior to 60 days after Closing, Buyers shall promptly forward any claim to the Sellers for payment of an Excluded Liability (other than real property taxes) that Buyers are obligated to pay in order to obtain shipments of supplies in the ordinary course or services that were being provided to Sellers prior to

Closing. If the Sellers do not pay such amount or provide proof of prior payment of such amount, the principal amount of the Opco Term Note shall be reduced by the amount of such Excluded Liability.

- (e) At any time prior to 180 days after Closing, Buyers shall promptly notify GE and Sellers if any person claiming to be the landlord of any Real Property Lease purported to be transferred to Buyers by Sellers at Closing has challenged Buyer's right to assume such Real Property Lease. Buyers shall tender to GE and Sellers the right to defend against any such claim. If Buyers lose possession of the applicable Store prior to the expiration of the applicable Real Property Lease, the principal amount of the Opco Term Note shall be reduced. The amount of the reduction in the principal amount of Opco Term Note applicable to such lease shall be equal to the Store EBITDA less the amount of EBITDA earned by Buyers at that location from the Closing Date until the date the Buyers were dispossessed.
- (f) At any time prior to 180 days after Closing, if Buyers lose possession of any Expired Lease that was superseded by an agreement that Partner may continue to operate under the terms of the Expired Lease for a period of time of less than 12 months, prior to the expiration of the applicable Real Property Lease, the principal amount of the Opco Term Note shall be reduced. The amount of the reduction in the principal amount of Opco Term Note applicable to such lease shall be equal to the Store EBITDA less the amount of EBITDA earned by Buyers at that location from the Closing Date until the date the Buyers were dispossessed.
- (g) If Buyers do not receive an Acceptable Title Policy with respect to any Real Property within 30 days after Closing, Buyers shall give GE and the Sellers prompt notice of such failure (a "**Title Policy Failure**"). If GE or the Sellers do not deliver an Acceptable Title Policy to Buyers within 365 days after the Closing Date with respect to real property which is the subject of a Title Policy Failure or Buyers are dispossessed of such property, the principal amount of the Realco Term Note shall be reduced. The amount of the reduction in the principal amount of Realco Term Note applicable to each such property shall be equal to the Store Value less the EBITDA earned by Buyers at the applicable Store from the Closing Date to the earlier of the date the Buyers are dispossessed or the one-year anniversary of Closing.
- (h) If GE or the Sellers do not deliver a special or limited warranty deed (or its equivalent) and an Acceptable Title Policy to Buyers within one year after the Closing Date with respect to an Escrowed Real Property other than Dania Beach or Buyers are dispossessed of such property prior to such date, the principal amount of the Realco Term Note shall be reduced. The amount of the reduction in the principal amount of Realco Term Note applicable to each such property shall be equal to the Store Value less the EBITDA earned by Buyers at the applicable Store from the Closing Date to the earlier of the date the Buyers are dispossessed or the one-year anniversary of Closing.

- (i) At any time prior to 180 days after Closing, Buyers shall promptly forward any claim to the Sellers for payment of an Excluded Liability consisting of real property taxes. If the Sellers do not pay such amount or contest such amount so that Buyers are not at risk of losing possession of the applicable Acquired Store, the principal amount of the Opco Term Note shall be reduced by the amount of such Excluded Liability paid by Buyers.
- (j) If GE or the Sellers do not deliver a special or limited warranty deed (or its equivalent) and an Acceptable Title Policy to Buyers within 365 days of the Closing Date with respect to the Real Property for Store 140 located at 506 S. Federal Hwy, Dania Beach, Florida (“**Dania Beach**”) or Buyers are dispossessed of such property prior to such date, the principal amount of the Realco Term Note shall be reduced by \$400,000.
- (k) The amount of the reduction in the principal amount of Opco Term Note applicable to each Failed Lease at Closing shall be equal to the Store EBITDA applicable to that location.
- (l) The amount of the reduction in the principal amount of Realco Term Note applicable to each Failed Property at Closing shall be equal to the Store Value applicable to that location.
- (m) Notwithstanding the foregoing, there shall be no reduction in the principal amount of the Opco Term Note unless and until the aggregate of the deductions required in Sections 2(a), (c), (d), (e), (f) and (i) exceed \$250,000 (the “**Opco Deductible**”) and then, only to the extent such reductions, in the aggregate, exceed the Opco Deductible. The maximum amount of the reduction in the principal amount of the Opco Term Note provided for by this Section 2.2 shall be \$3,000,000. The reductions in the principal amount of the Opco Term Note that do not occur at Closing shall be effective: (i) 120 days after Closing for any claims submitted to GE on or prior to the 90<sup>th</sup> day after the Closing and (ii) 240 days after Closing for any claims submitted to GE after the 90<sup>th</sup> day after the Closing.
- (n) Notwithstanding the foregoing, there shall be no reduction in the principal amount of the Realco Term Note unless and until the aggregate of the deductions required in Sections 2(b), (g), (h) and (j) exceed \$50,000 (the “**Realco Deductible**”) and then, only to the extent such reductions, in the aggregate, exceed the Realco Deductible. The reductions in the principal amount of the Realco Term Note that do not occur at Closing shall be effective: (i) 120 days after Closing for any claims submitted to GE on or prior to the 90<sup>th</sup> day after the Closing, (ii) 240 days after Closing for any claims submitted to GE after the 90<sup>th</sup> day after the Closing but on or prior to the 180<sup>th</sup> day after Closing, and (iii) 390 days after Closing for any claims submitted to GE after the 180<sup>th</sup> day after the Closing.

Section 2.3 **On-Hand Inventory; On-Hand Cash.** Immediately after the close of business on the day before the Closing Date, but in no event later than 11:59 p.m., Sellers shall perform a physical count of all Inventory and will count the On-Hand Cash in each Acquired

Store. Sellers shall create a written summation of the amount of (a) On-Hand Inventory counted and its cost value, each subtotaled by Acquired Store and by type and (b) On-Hand Cash. A copy of the summations shall be provided to Buyers. The physical count of the Inventory and the Inventory valuation shall be reasonable, but otherwise shall be based on and in accordance with Sellers' prior practices and methodologies.

Section 2.4 **Prorations**. Sellers shall calculate, in good faith, prorated amounts (the "**Proration**") for (a) rent under Leased Real Property and personal property leases, (b) Property Taxes, (c) common area maintenance charges, and (d) charges for sewer, water, fuel, telephone, electricity and other utilities (items (a) through (d) together, the "**Prorated Amounts**"), as of the Closing Date for the Acquired Stores. For the Proration, Sellers shall be liable to the extent the Prorated Amounts relate to any time period up and including the Closing Date and Buyers shall be liable to the extent the Prorated Amounts relate to periods after the Closing Date. The Proration shall credit Sellers for any Excluded Deposits Buyers take possession of or receive credit from for from third parties. Sellers shall provide Buyers the Proration, and reasonable supporting documentation, at least three (3) Business days prior to the Closing Date. The Proration shall be based on the latest available rates, valuations, readings, or such other information or documents that most accurately reflect current charges, if known, or otherwise reasonably estimate the outstanding charges for the Prorated Amounts as of the Closing Date. On the Closing Date, the Purchase Price shall be (x) increased by the net amount of the Proration if such amount is in Sellers' favor, and (y) decreased by the net amount of the Proration if such amount is in Buyers' favor.

Section 2.5 **Cure Costs**. The Buyers shall be responsible for the payment of any Cure Costs related to the assumption and assignment of the Acquired Contracts, as determined by the Bankruptcy Court in the Sale Order or such other Order regarding the payment of Cure Costs associated with an Acquired Contract. The Buyers shall pay the Cure Costs in accordance with the provisions of Section 2.6 below.

Section 2.6 **Closing Payments**. At the Closing, Buyers shall pay the Cure Costs and Cash Consideration as follows:

- (a) With respect to Cure Costs that have been finalized and determined by the Bankruptcy Court before the Closing, Buyers shall pay or direct MVE to pay directly to the respective counterparties to the Acquired Contracts, by wire transfer of immediately available funds the full amount of each such party's Cure Cost, as specified in the Sale Order or such other order(s) of the Bankruptcy Court regarding the amount of Cure Costs associated with any Acquired Contract, and provide proof of such payment to Sellers;
- (b) Buyers shall deposit or direct MVE to deposit an amount equal to the aggregate amount of Cure Costs, if any, that remain in dispute between Sellers and the respective counterparties to the Acquired Contracts as of the Closing Date (the "**Cure Costs Dispute Escrow Amount**") into an escrow account (the "**Cure Costs Dispute Escrow Account**") to be established pursuant to the Sale Order; and

- (c) Buyers shall pay or direct MVE to pay, by wire transfer of immediately available funds, to an account designated by Sellers the remaining balance of the Cash Consideration due at Closing after application of the payments pursuant to this Agreement.

Section 2.7 **Transaction Taxes.** All Taxes, including all state and local Taxes in connection with the transfer of the Acquired Assets and all recording and filing fees (collectively, “**Transaction Taxes**”), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and that are not exempt under §1146(a) of the Bankruptcy Code, shall be borne by Buyers, except that the Taxes payable upon transfer of the Real Properties located in the State of Maryland, whether or not such properties are Escrowed Properties, shall be paid, if and when incurred, by the Sellers. Buyers and Sellers shall cooperate to (a) determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement; (b) provide all requisite exemption certificates; and (c) prepare and file any and all required Tax Returns for or with respect to such Transaction Taxes with any and all appropriate Government taxing authorities.

Section 2.8 **Allocation of Total Consideration.** Buyers and Sellers shall allocate the Total Consideration among the Acquired Assets in accordance with Schedule 2.8 (the “**Allocation**”) to be mutually agreed upon by the parties prior to Closing. The Allocation will be binding upon Buyers and Sellers and their respective successors and assigns, and none of the parties to this Agreement will take any position (whether in returns, audits or otherwise) that is inconsistent with the Allocation. Buyers and Sellers will report the purchase and sale of the Acquired Assets on all tax returns, including Form 8594 as provided for in section 1060 of the Code, in accordance with the Allocation and will cooperate in timely filing with the Internal Revenue Service their respective Forms 8594.

### **ARTICLE III. CLOSING AND DELIVERIES**

Section 3.1 **Closing.** The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on February 29, 2012 or on such other date or at such other time as may be mutually agreed to by the parties (the “**Closing Date**”) and shall be effective as of 11:59 p.m. on the Closing Date. Subject to such different procedures agreed upon by the parties, the Closing shall take place via a “paper” close wherein Buyers and Sellers shall exchange such documents and instruments, or copies thereof, sufficient to effect the Closing by electronic or other means without the use of a “roundtable” closing at a particular location. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

Section 3.2 **Sellers’ Deliveries.** Sellers shall deliver to Buyers at or prior to the Closing or such other time as set forth in this Agreement:

- (a) A bill of sale for all of the Operating Assets that are tangible personal property, without representation, warranty or covenant of any kind;

- (b) An executed agreement for the assumption of the Assumed Liabilities, without representation, warranty or covenant of any kind;
- (c) For all intangible Operating Assets, including all Acquired Contracts, (i) an agreement of assumption and assignment, without any representation, warranty or covenant of any kind, or (ii) an Order of the Bankruptcy Court (which may be the Sale Order) effecting the same;
- (d) Special or limited warranty deeds (or their equivalent) subject to the Permitted Exceptions conveying the Real Properties, except the Escrowed Properties which shall be placed into escrow at Closing;
- (e) A certificate dated as of the Closing Date, signed by the CRO of each of the Sellers certifying to the accuracy of the matters set forth in Section 6.2(a);
- (f) Such other agreements, documents or instruments of assignment and transfer that Buyers may reasonably request;
- (g) The Cure Costs Dispute Escrow Agreement, duly executed by Sellers and Cure Dispute Escrow Agent;
- (h) A true and complete copy of the Sale Order.

Section 3.3 **Buyers' Deliveries.** Buyers shall deliver to Sellers at or prior to the Closing or such other time as set forth in the Agreement or by consent of the Parties:

- (a) The Cash Consideration in accordance with Section 2.1;
- (b) A duly executed counterpart by Buyers to each of the documents listed in Section 3.2(b) and 3.2(c);
- (c) A certificate, dated the Closing Date, signed by each of Buyers' respective Secretaries, Managers or Members, certifying the accuracy of the matters set forth in Section 6.1(a);
- (d) The Cure Costs Dispute Escrow Agreement, duly executed by Buyers and Cure Dispute Escrow Agent;
- (e) Such other agreements, documents or instruments of assignment and transfer that Sellers may reasonably request;
- (f) Evidence that the Franchisor Consent has been obtained by Buyers.

Section 3.4 **Buyers' Other Closing Obligations.** In addition to Buyers' obligations under Section 3.3, at the Closing Buyers shall enter into new franchise agreements (the "**New Franchise Agreements**"), upon terms acceptable to Buyers and the YUM! Parties, for the Acquired Stores with the YUM! Parties.

**ARTICLE IV.  
REPRESENTATIONS AND WARRANTIES**

Section 4.1 **Representations and Warranties of Sellers.** Sellers hereby represent and warrant to Buyers as of the Execution Date as follows:

- (a) **Authorization and Validity.** Subject to the Bankruptcy Court's entry of the Sale Order, (i) Sellers have all requisite power and authority to enter into this Agreement and any Ancillary Agreements to which any of Sellers are a party and to perform their obligations hereunder and thereunder; and (ii) this Agreement constitutes Sellers' valid and binding obligation, enforceable against Sellers in accordance with its terms.
- (b) **No Conflict or Violation.** The execution, delivery and performance by Sellers of this Agreement and any Ancillary Agreement to which any Seller is a party does not (i) violate or conflict with any provision of any Seller's certificate of incorporation or bylaws or similar organizational documents, (ii) violate any provision of law, or any Order, judgment or decree of any court or Government applicable to any Seller or any of its properties or assets; or (iii) violate or result in a material breach of or constitute (with due notice or lapse of time or both) a default under any material Contract to which any Seller is a party or by which any Seller is bound and to which any of the Acquired Assets is subject.
- (c) **Title to Assets.** Sellers own, and have good, valid, and marketable title to, all of the Acquired Assets, except the Escrowed Properties.
- (d) **Title to Acquired Assets.** Subject to the entry of the Sale Order, at the Closing, Buyers will obtain good and marketable title to or a valid and enforceable right by Contract to use, the Acquired Assets which shall be transferred to Buyers free and clear of all Liens, Claims and Interests, except the Assumed Liabilities. The Sellers own or lease all buildings, machinery, equipment, and other tangible assets necessary for the conduct of the Sellers' operations at each of the Stores as presently conducted. Except for the Excluded Assets identified in Sections 1.3, the Acquired Assets constitute all the assets, agreements, licenses and properties, agreements, licenses and properties necessary to conduct the Business as presently conducted.
- (e) **Litigation.** To the best of Sellers' knowledge, there are no claims, actions, suits, proceedings or investigations pending or threatened, in writing, against Sellers, or any Related Person of Sellers, that could affect the ability of Sellers to consummate the transactions contemplated by this Agreement and each Ancillary Agreement, but for those identified on Schedule 4.1(e).
- (f) **Assignability.** Schedule 1.1(f), sets forth each Acquired Contract, other than those removed from the list of Acquired Contracts by Buyer prior to Closing pursuant to Section 1.3(i); following the Closing each Acquired Contract shall be in full force and effect; and Sellers shall, following the Closing, have the same



rights under each Acquired Contract that Buyers had under such Acquired Contract prior to the Closing.

- (g) Taxes. To the best of Sellers' knowledge, Schedule 4.1(g) contains a list, for each Store that is leased, of the Property Taxes owed on the applicable property for 2011 and the date such property taxes were paid.
- (h) YUM! Note. Sellers are current in the payment of principal and interest on the Annapolis Note to YUM!.

Section 4.2 **Representations and Warranties of Buyers**. Buyers hereby represent and warrant to Sellers as of the Execution Date as follows:

- (a) Corporate Organization. Each Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted.
- (b) Qualification to Conduct Business. Each Buyer is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business conducted by it makes such qualification necessary.
- (c) Authorization and Validity. Each Buyer has all requisite limited liability company power and authority to enter into this Agreement and any Ancillary Agreement to which such Buyer is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which any Buyer is a party and the performance of Buyers' obligations hereunder and thereunder have been, or on the Closing Date will be, duly authorized by all necessary limited liability company action of Buyers, and no other limited liability company proceedings on the part of Buyers are necessary to authorize such execution, delivery and performance. This Agreement has been, and any Ancillary Agreement to which any Buyer is a party has been duly executed by such Buyer and constitutes such Buyer's valid and binding obligations, enforceable against it in accordance with their respective terms.
- (d) No Conflict or Violation. The execution, delivery and performance by Buyers of this Agreement and any Ancillary Agreement to which either Buyer is a party does not (i) violate or conflict with any provision of either Buyer's organizational documents; (ii) materially violate any provision of Law, or any Order, judgment or decree of any court or Government applicable to Buyers or any of their respective properties or assets; or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any material Contract to which either Buyer is party or by which any Buyer is bound or to which any of Buyers' properties or assets is subject.

- (e) Consents and Approvals. Other than the entry of the Sale Order, no consent, waiver, authorization or approval of any Person or declaration, filing or registration with any Government is required in connection with the execution and delivery by Buyers of this Agreement or any Ancillary Agreement to which any Buyer is a party or the performance by Buyers of their obligations hereunder or thereunder.
- (f) Adequate Assurances Regarding Acquired Contracts. Buyers are capable of satisfying the conditions contained in section 365(f) of the Bankruptcy Code with respect to the Acquired Contracts.
- (g) Franchise Agreements. As of the Execution Date, Buyers have obtained, and have provided Sellers with written evidence that KFC Corporation, a Delaware corporation (“**KFCC**”), Taco Bell Corp., a California corporation (“**Taco Bell**”), and Pizza Hut, Inc., a California corporation (“**Pizza Hut**” and, together with KFCC and Taco Bell, the “**YUM! Parties**”) have consented to the execution of new franchise agreements for the Acquired Stores wherein Buyers will become a duly authorized operator of YUM! Parties’ restaurants at the Acquired Stores upon the Closing (“**Franchisor’s Consent**”).
- (h) Litigation. There are no claims, actions, suits, proceedings or investigations pending or threatened, in writing, against Buyers, or any Related Person of Buyers, that could affect the ability of Buyers to consummate the transactions contemplated by this Agreement and each Ancillary Agreement.
- (i) Adequacy of Funds. Buyers shall have at Closing cash on hand, existing availability under existing lines of credit, or other immediately available financial resources sufficient to pay the Cash Consideration at Closing, and to fund the other payments required pursuant to Section 3.4.

Section 4.3 **Warranties Are Exclusive.** The parties acknowledge that the representations and warranties contained in this Article IV are the only representations or warranties given by the parties and that all other express or implied warranties are disclaimed and Buyers hereby expressly disclaim any other representations or warranties, whether made by Sellers or any of their Affiliates, officers, directors, employees, agents or representatives. Without limiting the foregoing, Buyers acknowledge that, except for the representations and warranties contained in Section 4.1, the Acquired Assets are conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” and that all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, BUYERS ACKNOWLEDGE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN Section 4.1, SELLERS AND ITS RELATED PERSONS AND AFFILIATES HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING ANY (A) USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES OR (C) OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYERS OR ITS

AFFILIATES OR RELATED PERSONS. Buyers acknowledge that Buyers have conducted, or have had an adequate opportunity to conduct, due diligence investigation related to Sellers' business and operations, the Acquired Assets, the Assumed Liabilities, and all matters related thereto. In proceeding with the transactions contemplated in this Agreement, except for any representations and warranties expressly set forth in Section 4.1, Buyers are doing so based solely upon their own due diligence and review, and Buyers have not relied upon any oral or written statements, representations or guaranties whatsoever, whether express or implied, made by Sellers or their agents and representatives.

## **ARTICLE V. COVENANTS AND OTHER AGREEMENTS**

Section 5.1 **Covenants of Sellers.** Sellers covenant to Buyers that, during the period from the Execution Date, through and including the Closing Date or the earlier termination of this Agreement:

- (a) **Conduct of Business Before the Closing.** Unless otherwise agreed by Sellers and Buyers, Sellers shall use commercially reasonable efforts to conduct their business in all material respects in the manner in which it has been conducted since the Petition Date and to preserve intact their respective business or organization and relationships with third parties. Sellers shall conduct their business in such a manner that On-Hand Cash and On-Hand Inventory at Closing are consistent with Sellers's past practices and Sellers shall pay for On-Hand Inventory in a timely manner after the invoices therefor are received.
- (b) **Cooperation.** Sellers shall use commercially reasonable efforts to (i) take, or cause to be taken, all action and to do, or cause to be done, all things necessary or proper or reasonably requested by Buyers, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby; and (ii) assist Buyers' efforts to transfer any Permits required to own or use the Acquired Assets.
- (c) **Sale Order.** Without limiting Section 5.1(b)(i), Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order by the Bankruptcy Court as soon as reasonably practicable.
- (d) **Access to Records and Properties.** Buyers shall be entitled, and the Sellers shall permit Buyers, to conduct such additional investigation of the condition (financial or otherwise), of the businesses, assets, properties or operations of the Sellers as Buyers shall reasonably deem appropriate. The Sellers shall (i) provide Buyers and their representatives (A) access at any reasonable time during normal business hours upon at least 24 hours prior notice to all the facilities, offices and personnel of the Sellers and to all of the books and records of the Sellers, including, to perform field examinations and inspections of the Sellers' Inventory, Cash On-Hand, facilities, equipment and other assets and properties and (B) deliver copies of such documents as Buyers shall reasonably request; and (ii) cause the Sellers' representatives to furnish Buyers with such financial and

operating data and other information with respect to the condition (financial or otherwise), of the businesses, assets, properties or operations as Buyers shall reasonably request; provided, however, that Buyers and their representatives shall use commercially reasonable efforts to prevent any such investigation from unreasonably interfering with the operation of the Business. The Sellers shall promptly deliver to Buyers one copy of all pleadings, motions, notices, statements, schedules, applications, reports and other papers as filed by the Sellers or any other party in the Bankruptcy Case regarding, or in any way impacting, the transactions contemplated under this Agreement, including the sale of the Acquired Assets and assumption and assignment of the Acquired Contracts.

- (e) Notice of Certain Events. The Sellers shall promptly notify Buyers of, and furnish to Buyers any information Buyers may reasonably request with respect to, (i) the occurrence or nonoccurrence of any event or condition or the existence of any fact that would reasonably be expected or likely to cause any of the conditions to Buyers' obligations to consummate the transaction(s) contemplated by this Agreement or by any Ancillary Agreement not to be fulfilled or (ii) any Material Adverse Effect. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 5.1(e) shall not (i) be deemed to amend or supplement any of the Schedules contemplated hereby, (ii) be deemed to cure any breach or any representation, warranty covenant or agreement or to satisfy any condition or (iii) limit or otherwise affect the remedies available to Buyers hereunder, unless Buyers proceed to Close the transactions contemplated by this Agreement without terminating this Agreement pursuant to Section 7.1.
- (f) No later than March 2, 2012, Sellers shall fund in full the Business's payroll for amounts accruing during the February 20, 2012 through February 26, 2012 pay period. No later than March 9, 2012, Sellers shall fund in full the Business's payroll for amounts accruing during the February 27, 28 and 29, 2012 pay period. This subsection (f) shall only apply should the transactions contemplated by this Agreement Close on or before February 29, 2012.
- (g) Prior to Closing, Sellers shall have provided Buyers with access to a correct and complete copy of each Acquired Contract having a value or creating obligations over \$5,000 (and all amendments, modifications, and supplements thereto).
- (h) Prior to Closing, Sellers shall have provided Buyers with each Real Property Lease included in the Acquired Assets in Sellers' possession or control, including all related documents reasonably necessary to determine Sellers' rights and obligations, as well as rights to renew or extend, under such Real Property Lease.
- (i) For 90 days following the Closing, at Sellers' cost, Sellers shall cooperate with Buyers to: (i) migrate Sellers' data from Sellers' servers to Buyers' servers; (ii) assist in the integration of the POS system to Buyers' servers; (iii) assist in the preparation of Buyers' first payroll following the Closing with respect to the Business; and (iv) assist Buyers in their negotiation of a consulting agreement with Richard Cueny.

Section 5.2 **Covenants of Buyers.** Buyers covenant to Sellers that, during the period from the Execution Date through and including the Closing Date or the earlier termination of this Agreement:

- (a) **Cooperation.** Buyers shall use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby.
- (b) **Communications.** Buyers shall use commercially reasonable efforts to keep Sellers reasonably informed of the status of discussions between Buyers and the YUM! Parties regarding the Franchisor's Consent.
- (c) **Adequate Assurances Regarding Acquired Contracts and Required Orders.** With respect to each Acquired Contract, Buyers shall provide adequate assurance of the future performance of such Acquired Contract by Buyers as required under 11 U.S.C. § 365(f). Buyers shall cooperate with the Sellers in their efforts to obtain the Bankruptcy Court's entry of the Sale Order and any other Order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 5.3 **Other Covenants.**

- (a) **Improper Receipt of Payment.** From and after the Closing, (i) Sellers shall promptly forward to Buyers any and all payments received by Sellers that constitute part of the Acquired Assets; and (ii) Buyers shall promptly forward to Sellers any and all payments received by Buyers that constitute part of the Excluded Assets.
- (b) **Records.** From and after the Closing and to the extent permitted by Law, Buyers shall provide Sellers, and their agents and representatives, as the case may be, access to, reasonable means of copying, i.e., provide a copy machine, or copies of, the Business Records and Employee Records for use by Sellers in any dispute, Claim, action or controversy regarding any employee matter, and permit Sellers, to the extent permitted by Law, to either make copies or, as may be necessary to fully comply with any Law, regulation or court mandate, borrow the original Business Records or Employee Records for such time as may be reasonably needed by Sellers.
- (c) **Employee Matters.** Immediately prior to the Closing, Sellers shall terminate the employment of all employees of the Acquired Stores. Effective as of the Closing Date, Buyers shall use commercially reasonable efforts to offer employment to all employees of each of the Acquired Stores, plus all area coaches, market managers, regional managers, regional directors, accounts payable coordinator, IT tech in-market, maintenance personnel, in-marked director of training and operational leaders (but specifically excluding accounts payable clerks in the field), on terms and conditions that are substantially similar to the terms and

conditions in effect immediately prior to the Closing Date; provided, however, that nothing contained herein, express or implied: (i) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment, or (ii) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) any right as a third-party beneficiary of this Agreement. Sellers agree to assist Buyers in the process of hiring Sellers' former employees.

- (d) Proof of Funding Escrow. If the Closing does not occur in accordance with the terms of this Agreement by the close of business on February 29, 2012, the Buyers shall have the right, exercisable in their sole discretion, to return the Proof of Funding to Buyers' funding sources. If Buyers agree not to terminate this Agreement by the close of business on February 29, 2012, Buyers' shall not withdraw the Proof of Funding unless and until Buyers' elect to terminate this Agreement.
- (e) Schedules. At the Execution Date, certain of the Schedules to this Agreement have not been finalized. The parties agree to work in good faith to agree to final Schedules to this Agreement prior to the Closing Date.

Section 5.4 **Confidentiality**. On and after the Closing Date, Sellers shall, treat and hold as confidential any information concerning the business and affairs of Buyers and the Acquired Assets and Assumed Liabilities that are not already generally available to the public (the "**Confidential Information**"), and shall, along with their Affiliates, cause their Affiliates refrain from using or disclosing any of the Confidential Information except in connection with (i) enforcing their rights under this Agreement, or (ii) their responsibility for or their ownership and use of the Excluded Assets and the Excluded Liabilities, and shall deliver promptly to Buyers or destroy, at the request and option of Buyers, all tangible embodiments (and all copies, other than one copy to be kept subject to this Section 5.4 for archival and/or regulatory compliance purposes) of the Confidential Information which are in his, her or its possession or under his, her or its control. In the event that Sellers or any of their Affiliates are requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Sellers shall, along with their Affiliates, as the case may be, notify Buyers in writing promptly of the request or requirement so that Buyers may seek an appropriate protective order or waive compliance with the provisions of this Section 5.4. If, in the absence of a protective order or the receipt of a waiver hereunder, Sellers, or Sellers' Affiliates, is advised, on the advice of counsel, to disclose any Confidential Information to any third party, tribunal or Government, Sellers, or Sellers' Affiliates, as the case may be, may disclose such Confidential Information to the third party, tribunal or Government; provided that such Sellers and such Sellers' Affiliates shall use his, her or its commercially reasonable efforts to obtain, at the request of Buyers and at Buyers' sole expense, an order or other reasonable assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed.

Section 5.5 **Buyer's Releases.** Upon the Closing Date, Buyers agree to forever release, settle, cancel, discharge and acknowledge as fully satisfied, any and all claims, demands, rights and/or causes of action of whatever kind which Buyers may have against Huron, its employees, affiliates and subsidiaries, and Laura A. Marcero as of the Closing Date, other than claims arising out of the gross negligence or willful malfeasance of such parties.

## **ARTICLE VI.**

### **CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES**

Section 6.1 **Conditions Precedent to Performance by Sellers.** The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which, other than the condition contained in Section 6.1(c), may be waived by Sellers, in their discretion:

- (a) **Representations and Warranties of Buyers.** The representations and warranties of Buyers made in Section 4.2 of this Agreement, in each case, shall be true and correct in all material respects as of the Execution Date and as of the Closing Date as though made by Buyers as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date.
- (b) **Performance of the Obligations of Buyers.** Buyers shall have performed in all material respects all obligations required under this Agreement and any Ancillary Agreement to which either Buyer is party to be performed by either Buyer on or before the Closing Date.
- (c) **Governmental Consents and Approvals.** The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to Buyers, and such Order shall be in full force and effect, and no Order staying, reversing, modifying, vacating or amending the Sale Order shall be in effect on the Closing Date.
- (d) **Closing Deliveries.** Buyers shall have made the deliveries contemplated under Sections 3.3 and 3.4.
- (e) **Adequate Funds for Administrative Claims.** Sellers shall, in their own unfettered discretion, have determined that after Closing, Sellers will have sufficient funds and anticipated funds to satisfy their obligations under the Bankruptcy Code to satisfy Claims arising after the Petition Date entitled to administrative status under Sections 503 and 507 of the Bankruptcy Code.

Section 6.2 **Conditions Precedent to the Performance by Buyers.** The obligations of Buyers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which, other than the condition contained in Section 6.2(e), may be waived by Buyers, in their discretion:

- (a) **Representations and Warranties of Sellers.** The representations and warranties of Sellers made in Section 4.1 of this Agreement shall be true and correct in all

material respects as of the Execution Date and as of the Closing as though made by Sellers as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date.

- (b) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which any Seller is a party to be performed by a Seller on or before the Closing.
- (c) Governmental Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order and the Assignment Order, and such Orders shall be in full force and effect, and no Order staying, reversing, modifying, vacating or amending such Orders shall be in effect on the Closing Date.
- (d) Closing Deliveries. Sellers shall have made the deliveries contemplated under Section 3.2.
- (e) Franchisor's Consent and GE Secured Claim Assumption. Buyers shall have entered into the New Franchise Agreements and shall have entered into agreements for the assumption by Buyers of the GE Secured Claims upon terms reasonably satisfactory to Buyers.
- (f) No Material Adverse Effect. No Material Adverse Effect shall have occurred between the Execution Date and the Closing Date.
- (g) Letter of Credit. GE shall have provided the YUM! Parties with a Letter of Credit in the amount of \$1,400,000 as required by the New Franchise Agreements and satisfactory to Buyers.
- (h) Pepsi Prebate. Sellers shall have provided Buyers with a letter of instructions, acknowledged by Pepsi, whereby Sellers have directed Pepsi to pay the Pepsi Prebates, including the payment to be made on or about March 20, 2012, to Buyers.
- (i) Acquired Contracts Review. Buyers shall have determined, in their good faith reasonable discretion, that the documents evidencing the Acquired Contracts and the Real Property Leases provided by Sellers pursuant to Section 5.1(g) and (h) are satisfactory to Buyers.

## **ARTICLE VII. TERMINATION**

Section 7.1 **Conditions of Termination.** This Agreement may be terminated only in accordance with this Section 7.1. This Agreement may be terminated at any time before the Closing as follows:



- (a) By mutual consent of Sellers and Buyers;
- (b) By Sellers, upon written notice to Buyers, if Sellers have provided Buyers with notice of any material inaccuracy of any representation or warranty contained in Section 4.2, or of a material failure to perform any pre-Closing covenant or obligation of any Buyer contained in this Agreement or any Ancillary Agreement to which Buyers are a party, and (except as to Section 3.3(a)) Buyers have failed, within five (5) days after giving of such notice, to remedy such inaccuracy or perform such covenant or provide reasonably adequate assurance to Sellers of Buyers' ability to remedy such inaccuracy or perform such covenant or obligation; provided, however, that Sellers shall not have the right to terminate this Agreement under this Section 7.1(b) if Sellers are then in material breach of this Agreement;
- (c) By Sellers, if the Bankruptcy Court dismisses the Bankruptcy Case or converts the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code prior to Closing, or fails to enter the Sale Order;
- (d) By Buyers, upon written notice to Sellers, if Buyers have previously provided Sellers with notice of any material inaccuracy of any representation or warranty of Sellers contained in Section 4.1 or a material failure to perform any pre-Closing covenant of any Seller contained in this Agreement or any Ancillary Agreement to which any Seller is party, and Sellers have failed, within five (5) days after giving of such notice, to remedy such inaccuracy or perform such covenant or provide reasonably adequate assurance to Buyers of Sellers' ability to remedy such inaccuracy or perform such covenant; provided, however, that Buyers shall not have the right to terminate this Agreement under this Section 7.1(d) if Buyers are then in material breach of this Agreement;
- (e) Automatically, upon the consummation of an Alternative Transaction;
- (f) By Buyers, if Sellers (i) designate any Person other than Buyers as the successful bidder at the conclusion of the Auction as defined in the Sale Procedures (ii) seeks or supports Bankruptcy Court approval of an Alternative Transaction (other than to or by Buyers) or (iii) executes and delivers an agreement with any Person (other than Buyers and its Affiliates) with respect to an Alternative Transaction;
- (g) By either the Sellers or Buyers, if the Bankruptcy Court has entered a Final Order approving the sale of all or substantially all of the Acquired Assets to any Person other than Buyers and such sale closes;
- (h) By Sellers on any day on or after February 29, 2012 (the "**Sellers' Termination Date**"), if the Closing shall not have been consummated by such date, unless the Closing has not occurred due to a material failure of the terminating party to perform or observe its covenants or obligations as set forth in this Agreement required to be performed or observed by it on or before the Closing Date; or

- (i) By Buyers on any day on or after February 29, 2012 (the “**Buyers’ Termination Date**” and, with the Sellers’ Termination Date, the “**Termination Date**”), if the Closing shall not have been consummated by such date, unless the Closing has not occurred due to a material failure of the terminating party to perform or observe its covenants or obligations as set forth in this Agreement required to be performed or observed by it on or before the Closing Date.

Section 7.2 **Effect of Termination; Remedies.**

- (a) In the event of termination pursuant to Section 7.1, this Agreement shall become null and void and have no effect (other than Article VII, Article VIII and Article IX, which shall survive termination), with no Liability on the part of Sellers, Buyers, or their respective Affiliates or respective Related Persons, with respect to this Agreement or any Ancillary Agreement, except for any Liability provided for in this Article VII.
- (b) If this Agreement is terminated pursuant to any provision in Section 7.1, then Buyers shall immediately instruct MVE to distribute to its funding sources the Proof of Funding, together with interest earned thereon, by wire transfer of immediately available funds to an account designated in writing by Buyers.
- (c) If this Agreement is terminated pursuant to any of Section 7.1(e), (f), or (g), then Sellers shall (1) pay to Buyers (A) a break-up fee equal to \$1,000,000 (the “**Break-Up Fee**”); and (B) Buyers’ reasonable transaction expenses related to the negotiation, execution and performance of this Agreement up to \$500,000 (“**Buyer Expenses**”), as evidenced in writing to Seller in reasonable detail and (2) together with Buyer, within two (2) Business Days of such termination. The Break-Up Fee and Buyer Expenses shall be entitled to administrative priority (which shall be a super-priority administrative expense Claim senior to all other administrative expense Claims) under Section 364(c)(1) of the Bankruptcy Code. The obligation to pay in full in cash when due any amount owed by Seller to Buyer under this Agreement, including the Breakup Fee and Buyer Expenses, (i) shall be binding on any trustee or examiner appointed in these cases or any subsequent or converted cases of the Sellers under chapter 7 or chapter 11 of the Bankruptcy Code and (ii) shall not be discharged, modified or otherwise affected by any plan of reorganization or liquidation for Sellers or by any other Order of the Bankruptcy Court.
- (d) If this Agreement is terminated pursuant to Section 7.1(i) and Buyers, at the request of Sellers and GE, agrees to not exercise its right to terminate or waives its termination under Section 7.1(i) for a period of seven (7) days, then Buyer shall be paid the Buyer Expenses if Closing does not occur prior to the expiration of such seven (7) day extension period, and the Sale Order shall contain a provision providing for a carve out by GE from its collateral for the payment of the Buyer Expenses pursuant to this Section 7.2(d) or the Sellers shall obtain some other Order from the Bankruptcy Court providing for same prior to Closing.

- (e) If this Agreement is terminated pursuant to Section 7.1(h) and Buyers were not in breach of this Agreement, then Buyers shall be paid the Buyer Expenses, and the Sale Order shall contain a provision providing for a carve out by GE from its collateral for the payment of the Buyer Expenses pursuant to this Section 7.2(e) or the Sellers shall obtain some other Order from the Bankruptcy Court providing for same prior to Closing.
- (f) Sellers acknowledge that the Break-Up Fee and Buyer Expenses (or any portion thereof) are necessary and appropriate expenses for the administration of its estate, pursuant to sections 503 and 507 of the Bankruptcy Code, and that the Break-Up Fee and Buyer Expenses (or any portion thereof) are allowed administrative expenses against their bankruptcy estates.

Section 7.3 **Exclusive Remedy; Waiver.** Prior to the Closing, the parties' sole and exclusive remedies for any Claim arising out of or in connection with this Agreement shall be termination in accordance with, and obtaining the remedies provided in, this Article VII. The failure by either Sellers or Buyers to pursue or foreclose on any right or remedy against the other party, by itself, shall not constitute a waiver, and any waiver under this Article VII shall be effective only if made in writing.

## ARTICLE VIII. SURVIVAL AND INDEMNIFICATION

Section 8.1 **Survival; Indemnification.** Except for the releases granted under Section 5.5, none of the representations and warranties of Sellers and of Buyers made in this Agreement shall survive the Closing Date, and all of such representations and warranties shall be extinguished by the Closing. All covenants and agreements of the parties contained in this Agreement shall survive the Closing, unless otherwise expressly stated therein. Sellers shall have no monetary obligation to Buyers for breach of any covenant or agreement except as provided in Section 7.2. If the Closing occurs, Buyers shall, subject to Section 1.3, indemnify and hold harmless Sellers and their respective Affiliates and Related Persons against any and all losses, Liabilities, expenses or damages that result from or arise out of the Assumed Liabilities.

## ARTICLE IX. MISCELLANEOUS

Section 9.1 **Alternative Transaction.** Notwithstanding anything herein or in any Ancillary Agreement to the contrary, but subject to the notice requirement of Section 5.1(e), Sellers may furnish information concerning Sellers, the Acquired Assets and the Assumed Liabilities to any Person in connection with a potential Alternative Transaction and negotiate, enter into and consummate an Alternative Transaction.

Section 9.2 **Further Assurances.** At the request and the sole expense of the requesting party, Buyers or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Buyers or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements.

Section 9.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. Buyers may assign their rights under this Agreement to any subsidiary or affiliate of Buyers acceptable to the YUM! Parties and GE.

Section 9.4 **Governing Law; Jurisdiction.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Michigan (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court.

Section 9.5 **Expenses.** Except as otherwise provided in this Agreement, Sellers and Buyers shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including, any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.

Section 9.6 **Broker's and Finder's Fees.** Except for Mastodon Ventures, Inc., which has been retained by Buyers and shall be paid solely by Buyers, neither Sellers nor Buyers have engaged any broker or finder in connection with any of the transactions contemplated by this Agreement and, insofar as such party knows, no other broker or other Person is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Agreement.

Section 9.7 **Severability.** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as set forth on the Execution Date.

Section 9.8 **Notices.**

- (a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) on the day of transmission, if sent via facsimile transmission to the facsimile number given below or by electronic mail to the electronic mail address given below; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers:

Kazi Foods of Michigan, Inc c/o  
Huron Consulting Group  
900 Wilshire Drive  
Troy, Michigan 48084  
Attn: Laura A. Marcero  
Email: lmarcero@huronconsultinggroup.com  
Phone: 248.244.2410  
Fax: 248.244.2411

With a copy to (which shall not constitute notice):

McDonald Hopkins PLC  
39533 Woodward Ave.  
Suite 318  
Bloomfield Hills, MI 48304  
Attention: Stephen M. Gross, Esq.  
Email: sgross@mcdonaldhopkins.com  
Phone: 248.220.1337  
Facsimile: 248.646.5075

If to Buyers:

Star Partner Enterprises Two, LLC  
515 Congress Avenue, Suite 1400  
Austin, Texas 78701  
Attention: Robert S. Hersch  
Facsimile (512) 498-1201  
Email: rhersch@mastodonventures.com

With copies to (which shall not constitute notice):

Arthur S. Berner  
Haynes and Boone, LLP  
1221 McKinney Street, Suite 2100  
Houston, Texas 77010  
Facsimile (713) 236-5652  
Email: Arthur.Berner@HaynesBoone.com

- (b) Any party may change its address, facsimile number or email address for the purpose of this Section 9.8 by giving the other parties written notice of its new address in the manner set forth above.

Section 9.9 **Amendments; Waivers.** This Agreement may only be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may only be waived, by a written instrument executed by Buyers and Sellers, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or

continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 9.10 **Public Announcements.** Promptly after the Closing, the parties may make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Except as provided in the foregoing sentence, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without first coordinating their communications strategy with the other party, unless a press release or public announcement is required by Law, the rules of any stock exchange, or is permitted by, or required by an Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law, the rules of any stock exchange or is permitted by, or required by an Order of the Bankruptcy Court, the disclosing party shall use reasonable efforts to give the non-disclosing party or parties prior notice of, and an opportunity to comment on, the proposed disclosure; provided, there shall be no Liability to the disclosing party for failure to notify the other party. The parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and that the YUM! Parties may provide or release their own press release or announcement without the consent or input of either Buyers or Sellers.

Section 9.11 **Entire Agreement.** This Agreement and the Ancillary Agreements contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The Recitals and all Exhibits and Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 9.12 **No Third Party Beneficiaries.** Except with respect to assumed liabilities and releases granted in Section 5.5, nothing in this Agreement is intended to, or shall confer any rights or remedies under or by reason of this Agreement, on any Persons other than Sellers and Buyers and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligator or Liability of any third Persons to Sellers or to Buyers. This Agreement is not intended and shall not give any third Persons any right of subrogation or action over or against Sellers or Buyers.

Section 9.13 **Headings.** The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 9.14 **Counterparts; Delivery.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties may be delivered and made by facsimile, portable document format (“**pdf**”) or other electronic means capable of creating a printable copy, and each such signature shall be treated as original signatures for all purposes.

Section 9.15 **Construction.** Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation. Any reference to the singular in this

Agreement shall also include the plural and vice versa. The phrase “to which Sellers is a party,” or similar construction, is intended to limit the applicable listing of any items, properties, assets, or Contracts to only those items that a Sellers actually owns or to which Sellers is actually a party, as the case may be, and is meant to exclude any listed property or Contract otherwise.

## **ARTICLE X. DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

**“Acceptable Title Policy”** means an ALTA Owner’s Policy of Title Insurance for each Real Property or Escrowed Real Property, as applicable, in an amount equal to the allocable value for such Real Property as set forth on Schedule 2.8, insuring good and marketable title in and to such Real Property to Buyers, free and clear of all liens and encumbrances except the Permitted Exceptions.

**“Acquired Assets”** has the meaning set forth in Section 1.2.

**“Acquired Contracts”** has the meaning set forth in Section 1.1(f).

**“Acquired Stores”** has the meaning set forth in Section 2.2(b).

**“Adjusted Purchase Price”** has the meaning set forth in Section 2.1(a).

**“Affiliate”** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person.

**“Agreement”** has the meaning set forth in the Preamble.

**“Allocation”** has the meaning set forth in Section 2.9.

**“Alternative Transaction”** means any transaction (regardless of the form thereof) involving a sale of or recapitalizing affecting all or any substantial portion of the Acquired Assets by Sellers, or any one or more of them, to a purchaser or purchasers other than Buyers; whether such transaction is undertaken pursuant to section 363 of the Bankruptcy Code or pursuant to a chapter 11 plan.

**“Ancillary Agreements”** means the Cure Costs Dispute Escrow Agreement, any bill of sale, any assignment or assumption agreement, and any other related agreements by and between any Seller and any Buyer effecting or evidencing the transactions contemplated under this Agreement.

**“Annapolis”** has the meaning set forth in the Preamble.

**“Assumed Liabilities”** has the meaning set forth in Section 1.4.

**“Bankruptcy Case”** has the meaning set forth in the Recitals.

**“Bankruptcy Code”** has the meaning set forth in the Recitals.

**“Bankruptcy Court”** has the meaning set forth in the Recitals.

**“Base Purchase Price”** has the meaning set forth in Section 2.1(a).

**“Break-Up Fee”** has the meaning set forth in Section 7.2(d).

**“Business”** means the business of each of the Stores, as presently conducted.

**“Business Day”** means any day other than Saturday, Sunday and any day that is a federal legal holiday.

**“Business Records”** has the meaning set forth in Section 1.1(k).

**“Buyer Expenses”** has the meaning set forth in Section 7.2(d).

**“Buyers”** has the meaning set forth in the Preamble.

**“Buyers’ Notice”** has the meaning set forth in Section 2.5(b).

**“Buyer’s Termination Date”** has the meaning set forth in Section 7.1(i).

**“Cash Consideration”** has the meaning set forth in Section 2.1(c).

**“Claim”** has the meaning given that term in section 101(5) of the Bankruptcy Code and shall expressly include Claims arising under any theory of successor liability.

**“Closing”** has the meaning set forth in Section 3.1.

**“Closing Amounts”** has the meaning set forth in Section 2.2(d).

**“Closing Date”** has the meaning set forth in Section 3.1.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Confidential Information”** has the meaning set forth in Section 5.4.

**“Contract”** means any contract, agreement, lease or sublease, license or sublicense, instrument, indenture, commitment or undertaking, whether in written form or otherwise.

**“Contract Claims”** has the meaning set forth in Section 1.1(f).

**“Cure Costs”** means all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Acquired Contracts.

**“Cure Costs Dispute Escrow Account”** has the meaning set forth in Section 2.7(b).



**“Cure Costs Dispute Escrow Agreement”** means that certain escrow agreement, dated as of the Closing Date, by and Buyers, Sellers and Cure Dispute Escrow Agent, in a form to be mutually agreed upon by the parties thereto.

**“Cure Dispute Escrow Agent”** means McDonald Hopkins PLC as escrow agent for the Cure Costs Dispute Escrow Agreement.

**“Cure Costs Dispute Escrow Amount”** has the meaning set forth in Section 2.4(b).

**“Dania Beach”** has the meaning set forth in Section 2.2(j).

**“Employee Records”** has the meaning set forth in Section 1.1(j).

**“Escrowed Properties”** has the meaning set forth in Section 1.2.

**“Excluded Assets”** has the meaning set forth in Section 1.3.

**“Excluded Contracts”** means any Contract to which a Sellers is a party that is not an Acquired Contract.

**“Excluded Deposits”** has the meaning set forth in Section 1.3(h).

**“Excluded Liabilities”** has the meaning set forth in Section 1.5.

**“Execution Date”** has the meaning set forth in the Preamble.

**“Expired Lease”** has the meaning set forth in Section 2.2(a).

**“Failed Lease”** has the meaning set forth in Section 2.2(a).

**“Failed Property”** has the meaning set forth in Section 2.2(b).

**“Final Order”** means an Order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, the implementation, operation or effect of which has not been stayed and as to which Order (or any revision, modification or amendment thereof) the time to appeal or seek review, rehearing or writ of certiorari has expired and as to which no appeal or petition for review, reconsideration, rehearing or certiorari has been taken and is pending.

**“Florida”** has the meaning set forth in the Preamble.

**“Franchisor’s Consent”** has the meaning set forth in Section 4.2(g).

**“GE”** has the meaning set forth in Section 1.4(b).

**“GE Secured Claims”** has the meaning set forth in Section 1.4(b).

**“Government”** means any agency, division, subdivision or governmental or regulatory authority, or any adjudicatory body thereof, of the United States or any state or territory thereof.

**“Huron”** means the Huron Consulting Group.

**“Huron Report”** means the information prepared by Huron Consulting Group and provided to Buyers, Sellers and GE concerning the operations of the Stores as of December 31, 2011.

**“In-Transit Inventory”** has the meaning set forth in Section 1.1(b).

**“Indebtedness”** of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations or Liabilities of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the Sellers or lenders under such agreement in the event of default are limited to repossession or sale of such property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all indebtedness secured by any Lien on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of (i) the fair market value of such property and (ii) the amount of the Indebtedness secured; (f) all capital lease obligations of such Person; (g) any commitment by which such Person assures a creditor against loss (including all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers’ acceptances and similar credit transactions) or other indebtedness guaranteed in any manner by such Person; (h) all uncashed checks issued by such Person that are outstanding as of the Closing Date; and (i) all contingent obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (h) above.

**“Interest”** has the meaning ascribed to such term under section 363(f) of the Bankruptcy Code.

**“Inventory”** means all of Sellers’ (a) consumable, unexpired food, beverages and condiments, (b) paper products and (c) premium kids products (to the extent that the promotional licenses to sell such kids products have not expired), in each case, solely to the extent such items are included in the Acquired Assets pursuant to Section 1.2.

**“KFCC”** has the meaning set forth in Section 4.2(g).

**“Law”** means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Government.

**“Leased Real Property”** has the meaning set forth in Section 1.1(c).

**“Leasehold Improvements”** means those fixtures, structures and other improvements located on any Leased Real Property used in the operation of Sellers’ business.

**“Liability”** means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes, product liability or infringement liability.

**“Lien”** has the meaning ascribed to such term under section 101(37) of the Bankruptcy Code and also includes any lien (statutory or otherwise), hypothecation, encumbrance, security interest, interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, right of pre-emption, right of first refusal or other third party right, Tax (including foreign, federal, state and local Tax), Order of any Government, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any Claim based on any theory that any Buyers are a successor, transferee or continuation of the Sellers, and (iv) any leasehold interest, license or other right, in favor of a third party or Sellers, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

**“Material Adverse Effect”** means, between the date of execution of this Agreement and the Closing, a state of facts, event, change or effect with respect to the Acquired Assets or the Assumed Liabilities, that individually or in the aggregate results in, or could reasonably be expected to have, a material adverse effect on the value of the Acquired Assets, taken as a whole, a material increase in the amount of the Assumed Liabilities, a material impairment to the revenue or anticipated revenue of the Stores, or result in a material adverse effect or change in the operation, results of operations or condition (financial or otherwise) of the Acquired Assets or the Stores, taken as a whole.

**“MI Bankruptcy Case”** has the meaning set forth in the Recitals.

**“MI Petition Date”** has the meaning set forth in the Recitals.

**“Michigan”** has the meaning set forth in the Preamble.

**“MVE”** has the meaning set forth in the Recitals.

**“New Franchise Agreements”** has the meaning set forth in Section 3.4(a).

**“New Lease”** has the meaning set forth in Section 2.2.

**“Notes”** has the meaning set forth in Section 2.2(b).

**“NY”** has the meaning set forth in the Preamble.

**“NY Petition Date”** has the meaning set forth in the Recitals.

**“On-Hand Cash”** has the meaning set forth in Section 1.1.

**“On-Hand Inventory”** has the meaning set forth in Section 1.1(b).

**“Opco Deductible”** has the meaning set forth in Section 2.2(l).

**“Opco Term Note”** has the meaning set forth in Section 2.1(a).

**“Operating Assets”** has the meaning set forth in Section 1.1.

**“Orders”** means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Government.

**“Overpayment Amount”** has the meaning set forth in Section 2.2(d).

**“pdf”** has the meaning set forth in Section 9.14.

**“Partner”** has the meaning set forth in the Preamble.

**“Pepsi Prebates”** has the meaning set forth in Section 1.1(o).

**“Permits”** has the meaning set forth in Section 1.1(g).

**“Permitted Exceptions”** means the following: (i) all real estate taxes and assessments, both general and special, not yet due and payable; (ii) declarations, conditions, covenants, restrictions, easements, rights of way and other matters of record, including without limitation, those items shown on the subdivision plat of the Property, which do not render title unmarketable; (iii) zoning and building ordinances; (iv) roads, highways and rights-of-way; (v) those matters which would be disclosed by an accurate survey of the Property; (vi) all standard or pre-printed exceptions; (vii) any matters created by, through or under Buyers; (viii) Assumed Liabilities; and (ix) any other matter approved by Buyers.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

**“Petition Date”** has the meaning set forth in the Recitals.

**“Pizza Hut”** has the meaning set forth in Section 4.2(g).

**“Proceeding”** means any Claim, charge, complaint, dispute, demand, grievance, action, litigation, audit, investigation, review, inquiry, arbitration, suit in equity or at Law, administrative, regulatory or quasi-judicial proceeding, account, cost, expense, setoff, contribution, attorney’s fee or causes of action of whatever kind or character.

**“Proof of Funding”** has the meaning set forth in the Recitals.

**“Property Taxes”** has the meaning set forth in Section 1.4(a).

**“Prorated Amounts”** has the meaning set forth in Section 2.4.

**“Proration”** has the meaning set forth in Section 2.4.

**“Purchase Price”** has the meaning set forth in Section 2.1.

**“Real Property”** has the meaning set forth in Section 1.2.

**“Real Property Lease”** means any lease arrangement or agreement for the Leased Real Property identified and included in the Acquired Contracts.

**“Realco”** has the meaning set forth in the Preamble.

**“Realco Deductible”** has the meaning set forth in Section 2.2(m).

**“Realco Term Note”** has the meaning set forth in Section 2.1(a).

**“Related Person”** means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, lenders, investment bankers or representatives of any such Person.

**“Sale Order”** means an Order of the Bankruptcy Court that is reasonably acceptable to the Buyers in form and substance that (a) approves the sale and transfer of the Acquired Assets and Assumed Liabilities to Buyers pursuant to §§ 105 and 363 of the Bankruptcy Code, (b) (i) authorizes the assumption and assignment by and to Buyers of the Acquired Contracts pursuant to §§ 105 and 365 of the Bankruptcy Code, (ii) establishes the Cure Costs relating to the Acquired Contracts, and (iii) provides that Buyers have demonstrated adequate assurance of future performance under the Acquired Contracts, and (c) contains other provisions reasonably required by the Buyers related to the transactions contemplated under this Agreement.

**“Sale Procedures”** means the Bidding Procedures in the form attached hereto as Exhibit A, which were approved by the Bankruptcy Court pursuant to the Order entered in the Bankruptcy Case at Docket #577.

**“Sellers”** has the meaning set forth in the Preamble.

**“Sellers’ Prebates”** has the meaning set forth in Section 2.1(a).

**“Sellers’ Termination Date”** has the meaning set forth in Section 7.1(h).

**“Store”** means Sellers’ locations from which any Seller operates franchised quick serve food restaurants as set forth on Exhibit B.

**“Store EBITDA”** for each Real Property Lease shall be equal to the December 31, 2011 (i) twelve-month trailing EBITDA for the applicable Store less 4% of sales for general and administrative expense (ii) times 4, based on the information included in the Huron Report.

**“Store Value”** shall be equal to 7% of revenues derived from such property during the trailing twelve months ended December 31, 2011 based on the information included in the Huron Report divided by a cap rate of 9.5%.

**“Supplies”** means (i) operating supplies, (ii) cleaning supplies, (iii) uniforms and (iv) all other items (other than Inventory) useable or saleable in the preparation of, serving or cleaning-up from meals.

**“Taco Bell”** has the meaning set forth in Section 4.2(g).

**“Tax Return”** means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

**“Taxes”** means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, whether payable by reason of contract, assumption, transferee liability, operation of law or Treasury Regulation section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under state, local or foreign law), which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workmen’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

**“Termination Date”** has the meaning set forth in Section 7.1(i).

**“Title Policy Failure”** has the meaning set forth in Section 2.2(g).

**“Transaction Taxes”** has the meaning set forth in Section 2.8.

**“YUM!”** shall have the meaning set forth in Section 1.4(c).

**“YUM! Note”** shall have the meaning set forth in Section 2.1(a).

**“YUM! Parties”** shall have the meaning set forth in Section 4.2(g).


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the Execution Date.


**BUYERS:**

**STAR KFC REALCO TWO, LLC**

By: Mastodon Restaurant Management, LLC,  
its Manager

By:   
Robert S. Hersch, Manager

**STAR PARTNER ENTERPRISES TWO, LLC**

By:   
Robert S. Hersch, Manager

**SELLERS:**

**KAZI FOODS OF MICHIGAN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KAZI FOODS OF FLORIDA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KAZI FOODS OF NEW YORK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KAZI FOODS OF ANNAPOLIS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**SALE PROCEDURES**

Please see attached.



**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re:	)	Chapter 11
	)	
KAZI FOODS OF MICHIGAN, INC., et al. <sup>1</sup>	)	Case No. 11-43971
	)	<i>(jointly administered)</i>
Debtor.	)	
	)	Judge Thomas J. Tucker

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**ORDER (A) APPROVING PROCEDURES IN CONNECTION  
WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS;  
(B) SCHEDULING RELATED AUCTION AND HEARING TO  
CONSIDER APPROVAL OF SALE; (C) APPROVING PROCEDURES  
RELATED TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN OF  
DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES; (D) APPROVING THE FORM AND MANNER  
OF NOTICE THEREOF; AND (E) GRANTING RELATED RELIEF**

These jointly administered cases came before the Court for an expedited hearing on December 22, 2011, on the motion of the above-captioned debtors and debtors in possession (the “**Debtors**”), for the entry of an order pursuant to sections 105(a), 363 and 365 of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the “**Bankruptcy Rules**”), and Local Bankruptcy Rule 6004-1 (E.D.Mich.) for entry of an order (i)(a) approving procedures in connection with the sale of substantially all of the Debtors’ Assets; (b) scheduling the related auction and hearing to consider approval of sale; (c) approving procedures related to the assumption of certain of the Debtors’ executory contracts and unexpired leases; (d) approving the form and manner of notice thereof; and (e) granting related relief; and (ii)(a) authorizing the sale of such Debtors’ Assets free and clear of liens, claims, encumbrances, and other interests; (b) approving the assumption and

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<sup>1</sup> The Debtors in these cases include Kazi Foods of Michigan, Inc., Case No. 11-43971; Kazi Foods of Florida, Inc., Case No 11-43986; Kazi Foods of New York, Inc., Case No. 11-47551; and Kazi Foods of Annapolis, Inc., Case No. 11-47556.

assignment of certain of the Debtors' executory contracts and unexpired leases related thereto; and (c) granting related relief (the "**Motion**")<sup>2</sup>[**Doc. No. 561**];<sup>2</sup> the Court having reviewed the Motion and the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(6); (iv) notice of the Motion was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; and good and sufficient cause having been shown;

AND THE COURT FURTHER FINDING AND DETERMINING THAT:

A. The Debtors' proposed notice of the Bidding Procedures, the Cure Procedures, the Auction and the hearing to approve any sale of the Debtor's Assets (the "**Sale Approval Hearing**") is appropriate and reasonably calculated to provide all interested parties with timely and proper notice, and no other or further notice is required.

B. The modified Bidding Procedures filed at Docket No. 571, are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Debtors' Assets.

C. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

D. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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<sup>2</sup> Capitalized terms used herein shall have the meaning ascribed to them in the Motion.

IT IS ORDERED THAT:

1. The Motion is GRANTED to the extent of the relief provided in this Order.
2. The Bidding Procedures, as modified on the record and filed at **Docket No. 571**, are APPROVED.
3. The Bid Deadline shall be set for **February 15, 2012, at 5:00 p.m.** (prevailing Eastern Time).
4. The Debtors, in conjunction with the Notice Parties (as defined in the Bidding Procedures), shall have the exclusive right to determine whether a bid is a Qualified Bid and shall notify bidders by **2:00 p.m. (prevailing Eastern Time) on February 17, 2012** whether their bids have been recognized as such prior to the Auction.<sup>3</sup> Any party submitting a bid that is not approved as a Qualified Bid on account of non-monetary or non-financial defects in the bid may cure such defects and re-submit such bid up to 24 hours prior to the Auction.
5. The Auction, if necessary, shall be held on **February 20, 2012**, beginning at **10:00 a.m. (prevailing Eastern Time)**, at the offices of Debtors' counsel, McDonald Hopkins PLC, 39533 Woodward Ave., Suite 318, Bloomfield Hills, Michigan 48304, or at such other later date, time and place as may be designated in writing by the Debtors, in conjunction with the Notice Parties, and served on Qualified Bidders via electronic mail, facsimile transmission, or overnight mail delivery.
6. The Sale Approval Hearing shall be held on **February 22, 2012 at 11:00 a.m. (prevailing Eastern Time)** before this Court, the U.S. Bankruptcy Court for the Eastern District of Michigan, in the courtroom of the Honorable Thomas J. Tucker, 19<sup>th</sup> Floor, 211 W. Fort Street, Detroit, Michigan 48226. The deadline for any party to file objections to the Sale

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<sup>3</sup> All rights granted in favor of the Debtors in these Bidding Procedures shall be exercised in accordance with its fiduciary obligations.

is **February 17, 2012 at 5:00 p.m. (prevailing Eastern Time)**; *provided, however*, that specific objections as they relate to the conduct of the Auction may be raised at the Sale Approval Hearing.

7. Nothing in this Order, the Bidding Procedures, any of the forms of Notice, or otherwise, shall be construed as a waiver of any objection to the Sale or otherwise prohibit a party from objecting to the Sale, which right to object is expressly reserved.

8. The Sale Approval Hearing may be adjourned from time-to-time without further notice to creditors or parties-in-interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Approval Hearing, and the Debtors shall have the exclusive right, in the exercise of their fiduciary obligations and business judgment, to cancel the Sale at any time.

9. The following forms of notice are approved as modified on the record at hearing: (a) Notice of Sale Procedures, Auction Date, and Sale Approval Hearing, in the form as filed at **Doc. No. 572** (the “**Procedures Notice**”) and (b) the Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtor That May be Assumed and Assigned as filed at **Doc. No. 573** (the “**Cure Notice**”).

10. The Debtors will serve a copy of the Procedures Notice, together with this Bidding Procedures Order, on the following parties: (a) the U.S. Trustee, (b) counsel for the Lenders, (c) counsel for KFC, (d) counsel for KFC National Council and Advertising Cooperative, (e) any parties requesting notices in this Case pursuant to Local Bankruptcy Rule 2002-1, (f) all creditors or their counsel known to the Debtors to have asserted a lien (including a security interest), claim, right, interest or encumbrance of record against all or any portion of the Assets, and (g) all parties who have expressed an interest in purchasing the Assets, or their counsel (the “**Potential Bidders**”).

11. The Debtors shall serve, or cause to be served, the Procedures Notice no later than **December 28, 2011** by first-class U.S. mail, overnight mail delivery, electronic mail, facsimile transmission, or the Court's ECF notice system.

12. The Debtors will serve the Motion and the Cure Notice upon each counterparty to Assumed Contracts and Leases, or their counsel (if known), no later than **December 28, 2011**. The Cure Notice will state the date, time and place of the Sale Approval Hearing as well as the date by which any objection to the assumption and assignment of Assumed Contracts and Leases must be filed and served. The Cure Notice also will include the amounts, if any, that the Debtors believe are owed to each counterparty to an Assumed Contract or Lease in order to cure any defaults that exist under such contract or lease (the "**Cure Amounts**").

13. If any counterparty objects for any reason to the assumption and assignment of an Assumed Contract or Lease, including, but not limited to, the Cure Amounts or whether such contract may be assumed and assigned (a "**Cure Amount Objection**"), the counterparty must file the objection by no later than (i) 4:00 p.m. (prevailing Eastern Time) on **January 25, 2012** or (ii) such date and time agreed upon between the Debtors and such counterparty; provided, however, that any counterparty may raise at the Sale Approval Hearing an objection to the assumption and assignment of the Assumed Contract or Lease solely with respect to the Prevailing Bidder's ability to provide adequate assurance of future performance under the Assumed Contract or Lease. If an objection is filed by a counterparty to an Assumed Executory Contract with respect to the Cure Amounts, such objection must set forth a specific default in any executory contract or unexpired lease and claim a specific monetary amount that differs from the amount, if any, specified by the Debtor in the Cure Notice. In the event that the Debtors and the non-debtor party cannot resolve the Cure Amount Objection at or prior to the Sale Approval Hearing, or such objection is not otherwise determined by the Court at the

Sale Approval Hearing, the dollar amount of such unresolved Cure shall be segregated and held in escrow from the Sale Proceeds at the closing pending the resolution of any such Cure dispute by the Court or mutual agreement of the parties.

14. The Prevailing Bidder shall have the burden of satisfying any requirements regarding adequate assurance of future performance that may be imposed under section 365(b) of the Bankruptcy Code in connection with the proposed assignment of any Assumed Contract or Lease. The Court will hear, and if possible, rule on any and all disputed issues concerning adequate assurance of future performance under the Assumed Contracts and Leases pursuant to section 365(b) of the Bankruptcy Code at the Sale Approval Hearing. Cure Amounts disputed by any counterparty will be resolved, if possible, by the Court at the Sale Approval Hearing, subject to Paragraph 13 of this Order.

15. The Debtors shall be relieved of all liability accruing or arising after the assumption and assignment of any and all of the Assumed Contracts and Leases pursuant to section 365(k) of the Bankruptcy Code.

16. Nothing in this Order, the approved Bidding Procedures, and any of the attached forms of Notice or otherwise, shall be construed to modify, impair or adversely affect, in any way, any of the liens, claims, rights, protections and interests granted in favor of the Lenders as set forth in any Orders entered by the Court.

17. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order. This Order shall be effective immediately upon its entry, and the 10 day stay provided by F.R.Bankr.P. 6004(g) and 6006(d) is waived.

**Signed on December 22, 2011**

/s/ Thomas J. Tucker  
**Thomas J. Tucker**  
**United States Bankruptcy Judge**

## **BIDDING PROCEDURES**<sup>1</sup>

The following procedures (the “Bidding Procedures”) shall govern the auction and proposed sale (the “Sale”) of substantially all of the assets (the “Assets”) of the Debtors, Kazi Foods of Michigan, Inc., Kazi Foods of Florida, Inc., Kazi Foods of New York, Inc., and Kazi Foods of Annapolis, Inc. (collectively, the “Debtors”). The Debtors have filed a motion (the “Motion”)[Doc. No. 561] seeking, among other things, approval of these Bidding Procedures, to govern the sale of Debtors’ Assets to the highest and best bid at Auction. On December \_\_\_\_\_, 2011, the Bankruptcy Court entered an order, among other things, approving these Bidding Procedures (the “Bidding Procedures Order”)[Doc. No. \_\_\_\_\_]. The Bidding Procedures Order approves the following procedures for the qualification of bidders and consideration of Qualified Bids, directs the form and manner of notice of these Bidding Procedures, and schedules the Auction and hearing to approve the sale of the Debtors’ Assets to the Prevailing Bidder (as defined below).

### **THE AUCTION PROCESS – OVERVIEW OF DEADLINES**

The auction process shall be undertaken by the Debtors pursuant to the following deadlines:

- In order to participate in the bidding process and be deemed a Qualified Bidder, each potential bidder must deliver to the Debtors and the Notice Parties (identified below), a written offer or group of offers for all of the Assets of the Debtors so as to be received by no later than 5:00 p.m. (prevailing Eastern Time) on or before Wednesday, February 15, 2012 (“**Bid Deadline**”).
- The Debtors shall, if necessary, conduct an Auction at 10:00 a.m. (prevailing Eastern Time) on February 20, 2012, and select the Prevailing Bidder (as defined below) from the those parties submitting a Qualified Bid (the “**Auction Date**”).
- Approval of the Sale of the Assets to the Prevailing Bidder shall be considered at a hearing before the Bankruptcy Court, commencing on Wednesday, February 22, 2012, at 11:00 a.m. (prevailing Eastern Time) (the “**Sale Approval Hearing**”).
- The Sale of the Assets shall close on or before February 29, 2012, unless extended by agreement of Debtors, Lenders and the Prevailing Bidder (“**Closing**”).

The Debtors shall serve the Procedures Notice by December 28, 2011, by either (i) first-class mail, postage prepaid, (ii) overnight mail delivery, (iii) the Court’s ECF system, or (iv) e-mail delivery, on: (a) the U.S. Trustee, (b) counsel for the Lenders (the GE Affiliates), (c) counsel for KFC Corporation (“KFC”), (d) counsel for KFC National Council and Advertising

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<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Bidding Procedures Order and the Motion, as applicable, copies of which are provided with these Bidding Procedures.



Cooperative ("NCAC")(e) all parties with liens or interests on the Assets proposed to be sold, (f) the Special Service List authorized pursuant to Local Rule 2002-1, and (g) all parties who have expressed an interest in purchasing the Assets (the "**Potential Bidders**").

#### INFORMATION CONTACT AND NOTICE PARTIES

For purposes of these Bidding Procedures, the following parties constitute the "Notice Parties":

Stephen M. Gross, Esq.  
McDonald Hopkins LLC  
39533 Woodward Avenue  
Suite 318  
Bloomfield Hills, MI 48304  
Phone: 248.220.1337  
Fax: 248.646.5075  
Email: [sgross@mcdonaldhopkins.com](mailto:sgross@mcdonaldhopkins.com)

Laura A. Marcero  
Huron Consulting Group  
900 Wilshire Drive  
Troy, MI 48084  
Phone: 248.244.2415  
Fax 248.244.2411  
Email: [lmarcero@huronconsultinggroup.com](mailto:lmarcero@huronconsultinggroup.com)

Alexander Terras, Esq.  
Reed Smith  
10 South Wacker Drive, 40<sup>th</sup> Floor  
Chicago, IL 60606  
Phone: 312.207.2448  
Fax: 312.207.6400  
Email: [aterras@reedsmith.com](mailto:aterras@reedsmith.com)

Erika R. Barnes, Esq.  
Stites & Harbison, PLLC  
401 Commerce Street, Suite 800  
Nashville, TN 37219  
Telephone: 615.782.2252  
Fax: 615.742.0734  
Email: [ebarnes@stites.com](mailto:ebarnes@stites.com)

Claude R. Bowles, Jr.  
Greenebaum Doll & McDonald PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, KY 40202

Telephone: 502.587.3746  
Fax: 502.540.2274  
Email: [crb@gdm.com](mailto:crb@gdm.com)

### QUALIFIED BIDDERS

In order to participate in the bidding process and be deemed a Qualified Bidder pursuant to these Bidding Procedures, each potential bidder must deliver to the Notice Parties a bid that contains the following items:

- state such Qualified Bidder offers to purchase all or some of the Assets upon the terms and conditions as set forth in a proposed Asset Purchase Agreement and on such terms as appropriate and desirable for such transaction;
- state that such Qualified Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Assets;
- be accompanied by a clean and duly executed proposed Asset Purchase Agreement (the “**Asset Purchase Agreement**”);
- state that such Qualified Bidder is financially capable of consummating the transactions contemplated by the Asset Purchase Agreement, without financing contingencies;
- state that such Qualified Bidder’s offer is irrevocable until the closing of the purchase of the Assets if such Qualified Bidder is the Prevailing Bidder or the Stand-By Bidder (both, as defined below);
- contain such financial and other information, including, but not limited to: bank statements demonstrating full equity investment of an amount sufficient to close the Sale, board resolutions or other such documents authorizing use of funds to consummate the Sale, contact information, and such other information that will allow the Debtors, in their sole discretion, after consultation with the Notice Parties, to make a determination as to the Qualified Bidder’s financial and other capabilities to consummate the transactions contemplated by the Qualified Bid or proposed Asset Purchase Agreement, including adequate assurance of such bidder’s ability to perform under any Assumed Contract or Lease (as defined below);
- identify with particularity each and every executory Contract and unexpired Lease (“Assumed Contract or Lease”), the assumption and assignment of which is a condition to closing;

- identify whether such bidder seeks to obtain new franchise agreements from KFC, Taco Bell Corp., Pizza Hut, Inc., A&W Restaurants, Inc., and Long John Silver's, Inc. (collectively "Franchisors"), whether such bidder seeks consent from Franchisors to take an assignment of the Debtors' existing franchise agreements, or whether such bidder does not intend to operate the Assets as a franchisee of Franchisors.
- acknowledge that such bid does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment, other than to the extent of the Expense Reimbursement Fee agreed upon separately with Lenders as disclosed in the Motion;
- fully disclose the identity of each entity that will be bidding for the Assets or otherwise participating in connection with such bid, and the complete terms of any such participation;
- (a) state that such bid does not contain any due diligence or financing contingencies of any kind; and (b) provide evidence satisfactory to the Notice Parties that the bidder has received bona fide funding commitments or has financial resources readily available sufficient, in the aggregate, to finance the purchase of the Assets;
- include evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Asset Purchase Agreement;
- be accompanied by a cash deposit in the amount of 5% of the Purchase Price (the "**Deposit**") to be wired to an account maintained and specified by the Debtors' Counsel; provided, however, that Lenders shall not be required to make such a deposit;
- Notwithstanding any of the foregoing, the Lenders automatically shall be considered a Qualified Bidder.
- Other written evidence, in form and substance reasonably satisfactory to the Debtors and as may subsequently be requested by the Debtors or its advisors, from time to time.

A party who complies with all of the foregoing requirements *may be* determined by the Debtors to be a "Qualified Bidder." The Debtors shall, in their sole discretion, after consultation with the Notice Parties, make their initial determination as to which prospective bidders have qualified to become a Qualified Bidder and shall give prompt notice thereof to the bidder on or before 2:00 p.m (prevailing Eastern Time), February 17, 2012.

## DUE DILIGENCE

Qualified Bidders desiring to conduct due diligence shall not directly contact management or other employees of the Debtors, but are directed to contact the Debtors' CRO, Laura A. Marcero, or the Debtors' counsel, Stephen M. Gross. The Debtors and their representatives shall not be obligated to furnish any information of any kind whatsoever relating to the Debtors' business or the Assets to any person who has not been determined to be a Qualified Bidder. The Debtors reserve the right (after consultation with the Notice Parties) to limit access to certain due diligence information or otherwise manage the process of providing due diligence information to Qualified Bidders.

Any party that wishes to conduct due diligence regarding the Assets will be granted access to all material information that was or will be provided to any Qualified Bidder; provided, however, that such party first agree to and execute a confidentiality agreement with respect thereto.

All due diligence efforts undertaken by Qualified Bidders must be completed by the Bid Deadline; and after such date, the Debtors shall have no obligation to furnish any additional due diligence information relating to the Debtors' business or the Assets.

## AUCTION

If the Debtors receive one or more Qualified Bids submitted by Qualified Bidders, the Debtors will conduct an auction (the "Auction"). Otherwise, the Debtors shall, in their sole discretion, seek Bankruptcy Court approval to consummate the Sale with the single Qualified Bid at the Sale Approval Hearing. The Auction will take place on February 20, 2012 at 10:00 a.m. (prevailing Eastern Time) at the offices of Debtors' counsel: McDonald Hopkins PLC, 39533 Woodward Avenue, Suite 318, Bloomfield Hills, MI 48304, or such later date, time or place as the Debtors shall notify the Qualified Bidders. Counsel for the Notice Parties are permitted to attend the Auction without the necessity of qualifying as a Qualified Bidder. Otherwise, only the Qualified Bidders participating in the Auction may appear at the Auction, in person, or through a duly authorized representative. One business day prior to the Auction, each Qualified Bidder must inform the Debtors' counsel whether it intends to participate in the Auction. No later than 24 hours after the Bid Deadline, the Lenders shall inform the Debtors' counsel, KFC and NCAC of whether Lenders intend to credit bid on all or any portion of the Assets.

Based upon the terms of the Qualified Bids submitted by the Qualified Bidders, and such other information as the Debtors, in conjunction with the Notice Parties determine is relevant, at the commencement of the Auction the Debtors shall advise the Qualified Bidders participating in the Auction which of the Qualified Bids has been determined by the Debtors, in consultation with the Notice Parties, to be the highest or otherwise best proposal. The Auction shall be conducted as follows:

- only Qualified Bidders shall be entitled to make any subsequent bids at the Auction, in \$500,000 increments, or such lesser or greater amount as may be established by the Debtors, and only Qualified Bidders or their

authorized representative or legal counsel are entitled to attend and/or participate in the Auction. The Notice Parties and/or their designated representatives or legal counsel shall be entitled to attend and participate in the Auction;

- each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- each Qualified Bidder shall appear in person at the Auction, or through a duly authorized representative or legal counsel, unless alternate arrangements are made with Debtors no later than three (3) business days prior to the Auction for appearance via other means;
- bidding shall commence at the amount of the highest and best Qualified Bid submitted prior to the Auction, as determined in the sole discretion of Debtors, after consultation with the Notice Parties, for the Assets or group of Assets upon which a Qualified Bid was properly and timely submitted;
- all Qualified Bidders shall have the right to submit additional bids and make additional modifications to their respective proposed Asset Purchase Agreement at the Auction, so long as any further bids or the Asset Purchase Agreement as further modified otherwise constitutes a Qualified Bid;
- the Auction will be conducted openly and transcribed, and each Qualified Bidder will be informed of the terms of the previous bid;
- the Auction shall continue until there is only one offer that the Debtors, in their sole discretion, after consultation with the Notice Parties, determine, subject to Court approval, is the final highest and best offer from among the Qualified Bids submitted at the Auction (the “**Prevailing Bid**”). In making this decision, the Debtors shall consider, without limitation, the amount of the purchase price, the net benefit to the Debtors’ estates, the form of consideration being offered, the likelihood of the bidder’s ability to close a transaction and the timing thereof, and the totality of the Assets being purchased. The bidder submitting such Prevailing Bid shall become the “**Prevailing Bidder**,” and shall have such rights and responsibilities of the Purchaser, as set forth in an applicable Asset Purchase Agreement. Within 3 calendar days after adjournment of the Auction (but in no event later than the commencement of the Sale Approval Hearing), the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. Absent irregularities in the conduct of the Auction, or reasonable and material confusion during the bidding, bids made after the close of the Auction shall not be considered by the Court; and

- the Lenders shall, at all times, be permitted to credit bid the Lenders' secured claims pursuant to section 365(k) with respect to all or any portion of the Assets at any time during the Auction, whether or not Lenders previously submitted a credit bid prior to the Bid Deadline, provided that the Lenders have notified the Debtors' counsel, KFC and NCAC no later than 24 hours after the Bid Deadline that Lenders intend to credit bid on all or any portion of the Assets.
- Qualified Bidders shall be permitted to caucus privately among themselves (but not with other Qualified Bidders) at any time, with or without the participation of the Debtors and its advisors at the Qualified Bidder's request; provided, however, the Debtors reserve the right to impose uniform reasonable time restrictions on such caucuses so that the Auction may continue and be completed in an orderly and timely manner;
- A bidder that wishes to submit an incremental higher bid that is less than the Minimum Overbid Amount may do so, but only by announcing that such bid is such bidder's highest or otherwise best bid and, if topped, such bidder shall no longer participate in the Auction. Bidding among the remaining bidders shall continue to be made pursuant to the Minimum Overbid Amount, subject to Debtors' right in consultation with the Notice Parties, to modify the minimum bid increments at the Auction;
- Bidders shall not be allowed to "pass" a round of bidding, but must make an incremental higher bid or announce that such bidder shall no longer participate in the Auction; and
- The Debtors, in their sole discretion, after consultation with the Notice Parties, may adopt such other rules for the Auction (including rules that may depart from those set forth herein) that it anticipates will result in the highest or otherwise best value for its estate and that are not inconsistent with any Bankruptcy Court order, *provided* that any changed or additional rules for the Auction are not materially inconsistent with these Bidding Procedures and are communicated to all participants at or prior to the Auction.

#### **APPROVAL OF PREVAILING BID AND BIDDER AND STAND-BY BIDDER**

At the Sale Approval Hearing, the Debtors will seek (i) confirmation that the Prevailing Bidder is a Qualified Bidder and that the Prevailing Bid is the highest and best at Auction (as it may have been modified at the Auction), (ii) approval of the Sale of Debtors' Assets to the Prevailing Bidder pursuant to the Prevailing Bid, (iii) authority to enter into a definitive agreement(s) with respect to the Prevailing Bid and consummate the transactions contemplated by the Prevailing Bid, (iv) entry of the Sale Order, and (v) approval of the Stand-By Bid and Stand-By Bidder. The proposed Prevailing Bidder shall appear at the Sale Approval Hearing and be prepared to testify in support of its Prevailing Bid and its ability to close in a timely manner and provide adequate assurance of its future performance under any and all executory contracts

and unexpired leases to be assumed by the Debtors and assigned to the Prevailing Bidder at Closing, if any. The Debtors shall accept a Prevailing Bid only when (x) the Bankruptcy Court has approved the Prevailing Bid and Prevailing Bidder, (y) the Sale Order approving such Prevailing Bid has been docketed, and (z) definitive documentation has been executed and delivered by the Prevailing Bidder and Debtors.

The Stand-By Bidder shall be the Qualified Bidder with the second highest and best offer at Auction, as determined by the Debtors and Lender, who shall be required to hold such bid open and irrevocable until the later of 5:00 p.m. (prevailing Eastern Time) on February 29, 2012, or (ii) the actual scheduled closing of the Sale with the Prevailing Bidder.

Any objections relating to the conduct of the Auction, and the approval of the Prevailing Bid may be raised at the Sale Approval Hearing.

#### **FAILURE TO CONSUMMATE THE PREVAILING BID**

If for any reason the Prevailing Bidder fails to timely consummate the transactions contemplated by the Prevailing Bid and the Sale Order, the Debtors may declare the Stand-By Bidder as having submitted the highest or otherwise best bid and seek to consummate the Stand-By Bid without further approval by the Bankruptcy Court. The Stand-By Bidder shall keep its bid open and irrevocable until the later of (i) 5:00 p.m (prevailing Eastern Time) on February 29, 2012 or (ii) the actual scheduled Closing of the Sale with the Prevailing Bidder.

#### **PROCEDURES WITH RESPECT TO DEPOSITS**

All Deposits of Qualified Bidders shall be returned within five (5) days after the Bankruptcy Court enters the Sale Order, except for deposits submitted by (i) the Prevailing Bidder and (ii) the Stand-By Bidder. The Deposit of the Stand-By Bidder shall be returned within five (5) days after the Closing of the Sale with the Prevailing Bidder.

The Prevailing Bidder and/or Stand-By Bidder will forfeit its respective Deposit (i) if the bidder withdraws or modifies (in a manner determined by the Debtors to be less favorable) its bid after the Auction and before the conclusion of the Sale Approval Hearing or (ii)(a) modifies or withdraws its bid without the Debtors' consent, (b) materially breaches the terms and conditions of its bid, or (c) fails to otherwise close the Sale for reasons other than the Debtors' breach. The forfeiture of the Deposits shall be in addition to any and all other rights of the Debtors for damages.

**Exhibit B**  
**List of Stores**

Please see attached.



**EXHIBIT B - LIST OF STORES**

Market	Store No.	Code	Address	City	State
KFL	00025	MDrv	16215 Northeast 15th Avenue	North Miami Beach	FL
KFL	00027	NW27A	17701 Northwest 27th Avenue	Miami	FL
KFL	00030	Bscyn	13801 North East Biscayne Boulevard	North Miami Beach	FL
KFL	00072	Fcity	232 S.E. 1st Avenue	Florida City	FL
KFL	00073	Mrthn	6501 Overseas Highway	Marathon	FL
KFL	00128	SW8S	966 SW 8th St	Miami	FL
KFL	00129	Dixie	9690 S Dixie Hwy	Miami	FL
KFL	00130	NW7A	3515 N.W. Seventh Avenue	Miami	FL
KFL	00131	NW62S	1190 NW 62nd Street	Miami	FL
KFL	00132	SW40S	11585 SW 40th St	Miami	FL
KFL	00133	Hlndl	815 W Hallandale Beach Blvd	Hallandale	FL
KFL	00135	Brwrđ	3100 W Broward Blvd.	Fort Lauderdale	FL
KFL	00138	Sampl	10395 W. Sample Rd.	Coral Springs	FL
KFL	00140	Dania	506 S. Federal Hwy.	Dania	FL
KMD	00018	Anpls	1978 West Street	Annapolis	MD
KMD	00019	Lplta	Rt. 301 & Rt. 6	La Plata	MD
KMD	00020	Gmbri	1053 N. Route 3	Gambrills	MD
KMD	00021	Mlrvi	8073 Veterans Highway	Millersville	MD
KMD	00022	Wldrf	2180 Crain Highway	Waldorf	MD
KMD	00023	Psdna	4107 Mountain Road	Pasadena	MD
KMD	00024	Ktrng	10 Watkins Park Drive	Upper Marlboro	MD
KMD	00056	Kentl	373 Thompson Creek Mall	Stevensville	MD
KMD	00065	MSqr	5785 S.w. Crain Highway	Upper Marlboro	MD
KMD	00077	PFrd	65 West Dares Beach Road	Prince Frederick	MD
KMD	00081	Brklin	5734 Ritchie Hwy	Baltimore	MD
KMD	00082	Fmead	1682 Annapolis Rd	Odenton	MD
KMD	00083	GIBrn	6734 Ritchie Hwy	Glen Burnie	MD
KMD	00084	Crmwl	7395 Baltimore Annapolis Blvd	Glen Burnie	MD
KMD	00085	Nrsry	708 Nursery Rd	Linthicum Heights	MD
KMD	00142	Bryans	302 Canberra Way	Bryans Road	MD
KMD	00087	rands)	5400 Lynx Ln	Columbia	MD

Market	Store No.	Code	Address	City	State
KMI	00199	EWrrn	17505 E Warren Ave	Detroit	MI
KMI	00200	Drbrn	10120 W Warren Ave	Dearborn	MI
KMI	00202	Lvrns	9848 Livernois Ave	Detroit	MI
KMI	00204	LkOrn	383 S Broadway St	Lake Orion	MI
KMI	00206	893W7	8939 W 7 Mile Rd	Detroit	MI
KMI	00207	15700000000	15700 E 8 Mile Rd	Detroit	MI
KMI	00208	26000000000	2600 E 8 Mile Rd	Detroit	MI
KMI	00209	WFort	6320 W Fort St	Detroit	MI
KMI	00210	Wtrfd	4790 Dixie Hwy	Waterford	MI
KMI	00211	Clio	3510 Clio Rd	Flint	MI
KMI	00213	Jfrsn	13320 E Jefferson Ave	Detroit	MI
KMI	00215	WGrnd	2716 W. Grand Blvd.	Detroit	MI
KMI	00217	GrtAv	9654 Gratiot Ave	Detroit	MI
KMI	00218	Fenkl	17750 Fenkell St	Detroit	MI
KMI	00219	2785G	3785 Gratiot St.	Detroit	MI
KMI	00220	Chmrs	9041 Chalmers	Detroit	MI
KMI	00221	RHill	606 S. Rochester Rd.	Rochester Hills	MI
KMI	00222	WMNcl	13546 W McNichols Rd	Detroit	MI
KMI	00223	HrpWd	20990 Harper Ave	Harper Woods	MI
KMI	00224	Hghld	13253 Woodward Ave	Highland Park	MI
KMI	00225	Mchgn	12721 Michigan Ave	Dearborn	MI
KMI	00227	GBInc	6021 Dort Hwy	Grand Blanc	MI
KMI	00228	Wstld	2339 S Wayne Rd	Westland	MI
KMI	00229	Cantn	41670 Ford Rd	Canton	MI
KMI	00230	MtMrs	G-6030 N Saginaw	Mount Morris	MI
KMI	00231	Corna	4427 Corunna Road	Flint	MI
KMI	00232	GRvr	22345 Grand River	Detroit	MI
KMI	00234	AHill	1361 N Opdyke Road	Auburn Hills	MI
KMI	00235	Davsn	2601 W Davison Avenue	Detroit	MI
KMI	00236	Brstl	1445 West Bristol Road	Flint	MI
KMI	00238	NDort	1914 N Dort Hwy	Flint	MI
KMI	00240	142W7	14201 W 7 Mile Rd	Detroit	MI
KMI	00247	Pontiac	1000 S. Opdyke Road	Pontiac	MI
KMI	00252	NDortHwy	1765 South Dort Highway	Flint	MI

Market	Store No.	Code	Address	City	State
KNY	00031	PAmby	576 New Brunswick Avenue	Perth Amboy	NJ
KNY	00033	Hazet	Route 36, Airport Plaza	Hazlet	NJ
KNY	00034	Abrdn	1109 State Highway 34	Aberdeen	NJ
KNY	00035	Rckwy	190 Route 46	Rockaway	NJ
KNY	00036	Ldgwd	1110 Route 46	Ledgewood	NJ
KNY	00037	Htown	230 East Mountain Avenue	Hackettstown	NJ
KNY	00039	FPark	185 Ridgedale Avenue	Florham Park	NJ
KNY	00059	Pspny	1452 Route 46 West	Parsippany	NJ
KNY	00145	FtLee	2170 Fletcher Ave	Fort Lee	NJ
KNY	00146	Tneck	585 Cedar Ln	Teaneck	NJ
KNY	00147	UCity	600 Paterson Plank Rd	Union City	NJ
KNY	00148	Forst	1453 Forest Ave	Staten Island	NY
KNY	00150	Bcknr	1959 Bruckner Blvd	Bronx	NY
KNY	00154	Ebrth	114-116 Rahway Avenue	Elizabeth	NJ
KNY	00155	EJrsy	955 E Jersey St	Elizabeth	NJ
KNY	00156	ParkA	249 Park Ave	Newark	NJ
KNY	00157	JCity	591 Communipaw Ave	Jersey City	NJ
KNY	00158	Lyons	688-692 Lyons Avenue	Irvington	NJ
KNY	00161	EOrng	434 Central Ave	East Orange	NJ
KNY	00162	Byone	516 Broadway	Bayonne	NJ
KNY	00164	NBnsk	1055 Route 1 South	North Brunswick	NJ
KNY	00166	Sprng	841 Springfield Avenue	Irvington	NJ
KNY	00167	Brgen	125 Bergen St	Newark	NJ
KNY	00168	Islin	419 U.S. Route 1	Iselin	NJ
KNY	00169	Georg	92 St Georges Avenue	Rahway	NJ
KNY	00171	Vctry	44 Victory Blvd	Staten Island	NY
KNY	00173	Hylan	2471 Hylan Blvd	Staten Island	NY
KNY	00174	WBnsd	1 West Burnside Ave	Bronx	NY
KNY	00175	WFdhm	1 West Fordham Rd	New York	NY
KNY	00176	149th	375 East 149th Street	Bronx	NY
KNY	00177	Wbstr	1731 Webster Avenue	Bronx	NY
KNY	00179	SSlna	1524 S Salina St	Syracuse	NY
KNY	00180	Ccero	7900 Brewerton Rd	Cicero	NY
KNY	00181	Aburn	276 Grant Avenue	Auburn	NY
KNY	00183	Btrnt	825-829 Butternut St	Syracuse	NY
KNY	00184	Rte31	3821 Route 31	Liverpool	NY
KNY	00185	7Nrth	1055 7th North Street	Liverpool	NY
KNY	00186	Cmlus	3520 W Genesee Street	Camillus	NY
KNY	00187	Wtrlo	2430 Route 414	Waterloo	NY
KNY	00188	Onida	127 Genesee Street	Oneida	NY
KNY	00189	EDwit	3406 Erie Blvd	Syracuse	NY
KNY	00191	NHtfd	8512 Seneca Tpke	New Hartford	NY
KNY	00192	Hrkmr	200 S Caroline Street	Herkimer	NY
KNY	00193	Wtrtn	1004 Arsenal St	Watertown	NY
KNY	00194	Evnm1	26720 Us Route 11	Evans Mills	NY
KNY	00198	Rome	235 Erie Boulevard West	Rome	NY

#### Summary

Market	Total
KFL	14
KMD	17
KMI	34
KNY	46
	111

Acquired Contracts List - Schedule 1.1(f)					
Debtor	CREDITOR OR OTHER PARTIES TO LEASE OR CONTRACT. (Included on Schedule G)	Lessor	Contract/Property Description	Category	STORE
MD	La Plata Shopping Center LP c/o Mote Management Company, Inc. PO Box 2486 La Plata, MD 20646	La Plata Shopping Center LP c/o Mote Management Company, Inc. PO Box 2486 La Plata, MD 20646	Lease - Store #19 Route 301 LaPlata, MD 20646	RE Lease	19
MD	Hopkins Road Associates c/o O'meara Properties 277 K Peninsula Farm Road Arnold, MD 21012	Hopkins Road Associates c/o O'meara Properties 277 K Peninsula Farm Road Arnold, MD 21012	Lease - Store #20 1053 N Route 3 Gambrells, MD 21054	RE Lease	20
MD	Cloverleaf Warehouse and Business Park LLLP 8028 Ritchie Hwy Suite 118 Pasadena, MD 21122	Cloverleaf Warehouse and Business Park LLLP 8028 Ritchie Hwy Suite 118 Pasadena, MD 21122	Lease - Store #21 8073 Veterans Highway Millersville, MD 21108	RE Lease	21
MD	Lake Shore Associates c/o St. John Properties, Inc. 2560 Lord Baltimore Drive Baltimore, MD 21244	Lake Shore Associates c/o St. John Properties, Inc. 2560 Lord Baltimore Drive Baltimore, MD 21244	Lease - Store #23 4107 Mountain Rd Pasadena, MD 21122	RE Lease	23
MD	USRP I, LLC (Watkins Park Plaza Shopping Center) c/o Regency Centers PO Box 822179 Philadelphia, PA 19182	USRP I, LLC (Watkins Park Plaza Shopping Center) c/o Regency Centers PO Box 822179 Philadelphia, PA 19182	Lease - Store #24 10 Watkins Park Dr Upper Marlboro, MD 20774	RE Lease	24
FL	Adventurers Inn, Inc 1000 E HALLANDALE BEACH BLVD, Hallendale , FL 33009	Adventurers Inn, Inc 1000 E Hallandale Beach Blvd Hallendale, FL 33009	Lease - Store #25 16215 Northeast 15th Ave, Miami FL 33162	RE Lease	25
FL	Maurice Donsky- 440 Rovino Ave Coral Gables, FL 33156	Maurice Donsky- 440 Rovino Ave Coral Gables, FL 33156	Lease - Store #30 13801 NE Biscayne BLVD, North Miami, FL 33181	RE Lease	30
NY	Scudieri Enterprises Airport Plaza 1390 Highway #36 Suite 105 Hazlet, NJ 07730	Scudieri Enterprises Airport Plaza 1390 Highway #36 Suite 105 Hazlet, NJ 07730	Lease - Store#33 Route 36 Airport Plaza Hazlet, NJ 07730	RE Lease	33
MD	TC Shopping Center LP c/o Hyatt Commercial 200 Westgate Circle Suite Annapolis, MD 21401	TC Shopping Center LP c/o Hyatt Commercial 200 Westgate Circle Suite Annapolis, MD 21401	Lease - Store #56 373 Thompson Creek Mall Stevensville, MD 21666	RE Lease	56
NY	Channel 46 Associates, LLC c/o Mandelbaum and Mandelbaum 80 Main Street West Orange, NJ 07052	Channel 46 Associates, LLC c/o Mandelbaum and Mandelbaum 80 Main Street West Orange, NJ 07052	Lease - Store #59 1452 Route 46 West Parsippany, NJ 07054	RE Lease	59
FL	Herman & Valerie Rolfs P.O. Box 6592 Gulf Breeze, FL 32562	Herman & Valerie Rolfs P.O. Box 6592 Gulf Breeze, FL 32562	Lease - Store #72 232 S.E. 1st Ave Florida City, FL 33034	RE Lease	72
FL	Puto Family LP 455 122nd Street Ocean Marathon, FL 33050	Puto Family LP 455 - 122nd Street Ocean, Marathon, FL 33050	Lease - Store #73 - Parking Lot 6501 Overseas HWY, Marathon, FL 33050	RE Lease	73
MD	South Joleh Corp. (Ritchie Hwy Shopping Center) c/o US Realty Management CO 3003 English Creek Ave D 13A Egg Harbor Township, NJ 08234	South Joleh Corp. (Ritchie Hwy Shopping Center) c/o US Realty Management CO 3003 English Creek Ave D 13A Egg Harbor Township, NJ 08234	Lease - Store #81 5734 Ritchie Hwy Baltimore, MD 21225	RE Lease	81
MD	Thomas Shipley, Betty Lou, Chalk & George Shipley c/o Alan R. Engel Attorney at Law 808 Landmark Drive Suite 223 Glen Burnie, MD 21061	Thomas Shipley, Betty Lou, Chalk & George Shipley c/o Alan R. Engel Attorney at Law 808 Landmark Drive Suite 223 Glen Burnie, MD 21061	Lease - store #83 6734 Ritchie Hwy Glen Burnie, MD 21061	RE Lease	83

Debtor	CREDITOR OR OTHER PARTIES TO LEASE OR CONTRACT. (Included on Schedule G)	Lessor	Contract/Property Description	Category	STORE
MD	Cromwell Field Associates LP c/o Metropolitan Management CO 11299 Owings Mills Blvd #200 Owings Mills, MD 21117	Cromwell Field Associates LP c/o Metropolitan Management CO 11299 Owings Mills Blvd #200 Owings Mills, MD 21117	Lease - Store #84 7935 Baltimore Annapolis Blvd Cromwell, MD 21090	RE Lease	84
MD	Fred Sawczyn c/o Briar Rose Center Prop, LLC 112 Graylyn Drive Chapel Hill, NC 27516	Fred Sawczyn c/o Briar Rose Center Prop, LLC 112 Graylyn Drive Chapel Hill, NC 27516	Lease - Store #85 708 Nursery Rd Linthicum Heights, MD 21090	RE Lease	85
FL	Robert Litowitz/ Revocable Trust 11401 SW 49th Street #370 Miami, FL 33165	Robert Litowitz/ Revocable Trust 11401 SW 49th Street #370 Miami, FL 33165	Lease - Store #132 11585 SW 40th Street, Miami, FL 33165	RE Lease	132
MD	Arthur H. Lund & Sharon E. Pailthorp c/o Jim Pailthorp 648 Ranger Court Davidsonville, MD 21035 (5447 Chapman's Landing Indian Head, MD 20640)	Arthur H. Lund & Sharon E. Pailthorp c/o Jim Pailthorp 648 Ranger Court Davidsonville, MD 21035 (5447 Chapman's Landing Indian Head, MD 20640)	Lease - Store #142 302 Canberra Way Bryans Road, MD 20616	RE Lease	142
NY	Fletcher and West Associates, LLC c/o Stanley J. Atkins 5600 Kennedy Blvd West New York, NJ 07093	Fletcher and West Associates, LLC c/o Stanley J. Atkins 5600 Kennedy Blvd West New York, NJ 07093	Lease - Store #145 2170 Fletcher Ave Fort Lee, NJ 07024	RE Lease	145
NY	Solomon Grossman Real Estate 335 Oak Ave River Edge, NJ 07661	Solomon Grossman Real Estate 335 Oak Ave River Edge, NJ 07661	Lease for Store #146 587 Cedar Lane Teaneck, NJ	RE Lease	146
NY	Nexus Foods, Inc. PO Box 25092 Newark, NJ 07101	Nexus Foods, Inc. PO Box 25092 Newark, NJ 07101	Lease - Store #147 600 Peterson Plank Rd Union City, NJ	RE Lease	147
NY	Solomon Staten Island, LLC 3170 Santa Maria Road Topanga, CA 90290	Solomon Staten Island, LLC 3170 Santa Maria Road Topanga, CA 90290	Lease - Store#148 1453 Forest Ave. Staten Island, NY 10302	RE Lease	148
NY	1959 Colonel Bruckner Realty Associates 110 West 34th Street 9th Floor New York, NY 10001	1959 Colonel Bruckner Realty Associates 110 West 34th Street 9th Floor New York, NY 10001	Lease - Store #150 1959 Bruckner Blvd Bronx, NY 10472	RE Lease	150
NY	David M. Wahl 10971 Southwest 69th Circle Ocala, FL 34476	David M. Wahl 10971 Southwest 69th Circle Ocala, FL 34476	Lease - Store #154 114-116 Rathway Ave. Elizabeth, NJ	RE Lease	154
NY	Elizabethtown Healthcare Foundation PO Box 259 Elizabeth, NJ 07207	Elizabethtown Healthcare Foundation PO Box 259 Elizabeth, NJ 07207	Lease - Store #155 955 E. Jersey St. Elizabeth, NJ	RE Lease	155
NY	Sunrise Equities Corp. c/o United Capital Corp. 9 Park Place 4th Floor Great Neck, NY 11021	Sunrise Equities Corp. c/o United Capital Corp. 9 Park Place 4th Floor Great Neck, NY 11021	Lease - Store #156 249 Park Ave Newark, NJ	RE Lease	156
NY	Aetna Realty Financial Corp. c/o US Realty Management Corp. 450 7th Ave Suite 4500 New York, NY 10123	Aetna Realty Financial Corp. c/o US Realty Management Corp. 450 7th Ave Suite 4500 New York, NY 10123	Lease - Store #161 434 Central Ave. Newark, NJ	RE Lease	161
NY	Victor Zalta and Seymour Klein c/o K&Z Partners 505 Broadway Bayonne, NJ 07002	Victor Zalta and Seymour Klein c/o K&Z Partners 505 Broadway Bayonne, NJ 07002	Lease - Store #162 516 Broadway Bayonne, NJ	RE Lease	162
NY	Sears Holding Corporation 12670 Collections Drive Chicago, IL 60693	Sears Holding Corporation 12670 Collections Drive Chicago, IL 60693	Lease - Store #164 Block 140, Lot 62 Rt. 1 North Brunswick, NJ	RE Lease	164

Debtor	CREDITOR OR OTHER PARTIES TO LEASE OR CONTRACT. (Included on Schedule G)	Lessor	Contract/Property Description	Category	STORE
NY	SJU Property Holdings, LLC 26 South Valley Road West Orange, NJ 07052	SJU Property Holdings, LLC 26 South Valley Road West Orange, NJ 07052	Lease - Store #166 Springfield Ave Irvington, NJ	RE Lease	166
NY	Bergen Street, LLC 447 Northfield Ave Suite 200 West Orange, NJ 07052	Bergen Street, LLC 447 Northfield Ave Suite 200 West Orange, NJ 07052	Lease - Store #167 125 Bergen St Newark, NJ	RE Lease	167
NY	Raritan Enterprises 417 Elizabeth Ave Somerset, NJ 08873	Raritan Enterprises 417 Elizabeth Ave Somerset, NJ 08873	Lease - Store #169 92 St. Georges Ave Rathway, NJ 07065	RE Lease	169
NY	Morris Bailey c/o JEMB Realty Corp. 150 Broadway New York, NY 10038	Morris Bailey c/o JEMB Realty Corp. 150 Broadway New York, NY 10038	Lease - Store #171 44 Victory Blvd Staten Island, NY 10302	RE Lease	171
NY	2469 Hylan Blvd, LLC c/o Cassidy Turley 40 East 52nd Street New York, NY 10022	2469 Hylan Blvd, LLC c/o Cassidy Turley 40 East 52nd Street New York, NY 10022	Lease - Store #173 KFC# Y332076; 2471 Hylan Blvd Staten Island, NY	RE Lease	173
NY	Burnside Realty Corp. 36 Laurel Hill Road Centerport, NY 11721	Burnside Realty Corp. 36 Laurel Hill Road Centerport, NY 11721	Lease - Store #174 Ground lease 1 W Burnside Ave Bronx, NY	RE Lease	174
NY	New Gold Equities Corp. c/o Building Management Co, Inc. 417 Fifth Ave 4th Floor New York, NY 10016	New Gold Equities Corp. c/o Building Management Co, Inc. 417 Fifth Ave 4th Floor New York, NY 10016	Lease - Store #175 KFC #: Y332133; C501 West Fordham Rd. Bronx, NY	RE Lease	175
NY	375 E. 149th Street Corp. c/o Bloomfield Properties 349 East 149th Street Bronx, NY 10451	375 E. 149th Street Corp. c/o Bloomfield Properties 349 East 149th Street Bronx, NY 10451	Lease - Store #176 KFC # Y332134; 375 East 149th St. Bronx, NY	RE Lease	176
NY	Robert Matzkin Company, Inc. 416 E. 174th Street Bronx, NY 10457	Robert Matzkin Company, Inc. 416 E. 174th Street Bronx, NY 10457	Lease - Store #177 KFC # Y332147; 1731 Webster Ave. Bronx, NY	RE Lease	177
NY	Robert M. VanTassel 1337 Rembroke Drive Westchester, PA 19380	Robert M. VanTassel 1337 Rembroke Drive Westchester, PA 19380	Lease - Store #179 KFC #: X732523 1524 S. Salina St Syracuse, NY	RE Lease	179
NY	James M. Donegan PO Box 669 Alexandria Bay, NY 13607	James M. Donegan PO Box 669 Alexandria Bay, NY 13607	Lease - Store #180 7900 Brewerton Rd Cicero, NY	RE Lease	180
NY	James M. Donegan Family Trust 23590 Iroquois Island Shore Road Alexander Bay, NY 13607	James M. Donegan Family Trust 23590 Iroquois Island Shore Road Alexander Bay, NY 13607	Lease - Store #181 KFC#: Y332019 276 Grant Ave. Auburn, NY	RE Lease	181
NY	Brookside Development, LLC 276 Grant Avenue Auburn, NY 13021	Brookside Development, LLC 276 Grant Avenue Auburn, NY 13021	Lease (Ground lease) - Store #181 KFC/A&W Restaurant; Site: 12-0106, Auburn, NY; 276 Grant	RE Lease	181
NY	Frances and Tino Marcoccia 2900 James Street Syracuse, NY 13206	Frances and Tino Marcoccia 2900 James Street Syracuse, NY 13206	Lease - Store #183 825-829 butternut Syracuse, NY	RE Lease	183
NY	COR Route 31 Company, LLC 540 Towne Drive Fayetteville, NY 13006	COR Route 31 Company, LLC 540 Towne Drive Fayetteville, NY 13006	Lease - Store #184 3821 Route 31 Liverpool, NY	RE Lease	184
NY	KFC U.S. Properties PO Box 102778 Atlanta, GA 30368	KFC U.S. Properties 1441 Gardiner Lane Louisville, KY 40213	Lease - Store #185 1055 7th North Street Liverpool, NY	RE Lease	185
NY	Peter and Deena C Procopio 5 River Island Drive Brewerton, NY 13029	Peter and Deena C Procopio 5 River Island Drive Brewerton, NY 13029	Lease - Store #186 3520 W Genessee Camillus, NY	RE Lease	186
NY	Glenwood Shopping Plaza, LLC 600 Old County Road Suite 435 Garden City, NY 11530	Glenwood Shopping Plaza, LLC 600 Old County Road Suite 435 Garden City, NY 11530	Lease - Store #188 127 Genessee St Oneida, NY	RE Lease	188
NY	Arkshu Inc. DBA Econolodge 3400 Erie Blvd East Dewitt, NY 13214	Arkshu Inc. DBA Econolodge 3400 Erie Blvd East Dewitt, NY 13214	Lease - Store #189 3406 Erie Blvd Syracuse, NY	RE Lease	189

Debtor	CREDITOR OR OTHER PARTIES TO LEASE OR CONTRACT. (Included on Schedule G)	Lessor	Contract/Property Description	Category	STORE
NY	David R. White PO Box 364 Clinton NY 13323	David R. White PO Box 364 Clinton NY 13323	Lease - Store #191 8512 Seneca Turnpike New Hartford, NY	RE Lease	191
NY	Coolidge Herkimer, LLC Four West Red Oak Lane White Plains, NY 10604	Coolidge Herkimer, LLC Four West Red Oak Lane White Plains, NY 10604	Lease - Store #192 200 S. Caroline St Herkimer, NY	RE Lease	192
NY	David R. White PO Box 364 Clinton NY 13323	David R. White PO Box 364 Clinton NY 13323	Lease - Store #193 1004 Arsenal St Watertown, NY	RE Lease	193
NY	Developers Diversified Realty, Inc. 3300 Enterprise Parkway Beachwood, OH 44122	Developers Diversified Realty, Inc. (DDR) 3300 Enterprise Parkway Beachwood, OH 44122	Lease - Store #198 235 Erie Blvd W Rome, NY	RE Lease	198
MI	GE Capital Franchise Finance Corporation c/o KFC US Properties	GE Capital Franchise Finance Corporation c/o KFC US Properties	Lease - Store #204 383 South Broadway Lake Orion, MI 48326	RE Lease	204
MI	Lojon Property c/o KFC US Properties	Lojon Property c/o KFC US Properties	Lease - Store #225 12721 Michigan Avenue Dearborn, MI	RE Lease	225
MI	MDK-Flint, LLC	Che Tang and Sherry Tang 7950 Cherry Ave. Fontana, CA 92336	Lease - Store #231 4427 Corunna Rd, Flint, MI	RE Lease	231
MI	Hartford Economic Development Corp, Diane Jenskin	Hartford Economic Development Corp, Diane Jenskin 18700 James Couzens Highway Detroit, MI 48235	Land Lease - Store #240 14201 W 7 Mile Rd Detroit, MI	RE Lease	240
MD	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		65
NY	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		181
NY	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		184
NY	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		188
MI	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		210
MI	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		231
MI	A & W Restaurants, Inc.		Co-Brand Franchise and Advertising Agreement		234
NY	Long John Silvers, Inc.		Co-Brand Franchise and Advertising Agreement		36
MD	Long John Silvers, Inc.		Co-Brand Franchise and Advertising Agreement		82
MD	Long John Silvers, Inc.		Co-Brand Franchise and Advertising Agreement		142
MI	Long John Silvers, Inc.		Co-Brand Franchise and Advertising Agreement		221
MI	Long John Silvers, Inc.		Co-Brand Franchise and Advertising Agreement		240
NY	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		164
NY	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		157
NY	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		166
NY	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		169
MI	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		204
MI	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		206
MI	Pizza Hut, Inc.		Co-Brand Franchise and Advertising Agreement		208
FL	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		72
FL	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		73
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		145

Debtor	CREDITOR OR OTHER PARTIES TO LEASE OR CONTRACT. (Included on Schedule G)	Lessor	Contract/Property Description	Category	STORE
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		185
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		187
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		171
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		177
NY	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		192
MI	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		209
MI	Taco Bell, Corp		Co-Brand Franchise and Advertising Agreement		213
MI, MD, NY, NJ, FL	Pepsi-Cola Fountain Company, Inc.		Supply and Marketing Agreement 1/1/2000	Supply and Marketing Agreement	

All transferable permits related to the Acquired Assets that are non-refundable.



**Schedule 1.1 (g) - Permits**

State	Type of Permit	Number	Jurisdiction	Expiration Date	Store #	Store Address
Florida	Seating Food Service	AC#5817948	State of Florida	10/1/2012	25	16215 NE 15th Ave., North Miami Beach, Florida
Florida	Seating Food Service	AC#5817946	State of Florida	10/1/2012	27	17701 NW 27th Ave., Miami, Florida
Florida	Business Tax Receipt	153218	City of North Miami Beach	9/30/2012	30	13801 Biscayne Blvd, North Miami Beach, Florida
Florida	Seating Food Service	AC#5809727	State of Florida	10/1/2012	72	232 SE 1 Ave., Florida City, Florida
Florida	Seating Food Service	AC#5756588	State of Florida	10/1/2012	73	6501 Overseas Highway, Marathon, Florida
Florida	Seating Food Service	AC#5756587	State of Florida	10/1/2012	128	966 SW 8th St., Miami, Florida
Florida	Seating Food Service	AC#5817947	State of Florida	10/1/2012	129	9690 S. Dixie Hwy., Miami, Florida
Florida	Seating Food Service	AC#5904676	State of Florida	10/1/2012	130	3515 NW 7th. Ave., Miami, Florida
Florida	Seating Food Service	AC#5809726	State of Florida	10/1/2012	131	1190 NW 62nd St., Miami, Florida
Florida	Seating Food Service	AC#5756586	State of Florida	10/1/2012	132	11585 SW 40th St., Miami, Florida
Florida	Seating Food Service	AC#5904017	State of Florida	12/1/2012	133	815 W Hallandale Beach Blvd., Hallandale, Florida
Florida	Seating Food Service	AC#5904014	State of Florida	12/1/2012	135	3100 W. Broward Blvd., Ft. Lauderdale, Florida
Florida	Seating Food Service	AC#5904015	State of Florida	12/1/2012	138	10395 W. Sample Rd., Coral Springs, Florida
Florida	Seating Food Service	AC#5897344	State of Florida	12/1/2012	140	506 S. Federal Hwy., Dania, Florida
NJ	Health	N/A	OFFICE OF VITAL STATS	12/31/2012 H730-031	576	New Brunswick Avenue, Perth Amboy, NJ
NJ	Health	N/A	TWP OF HAZLET HEALTH	6/30/2012 H730-033	Route 36	Airport Plaza, Hazlet, New Jersey
NJ	Health	N/A	ABERDEEN TWP HEALTH	12/31/2012 H730-034	1109	State Highway 34, Aberdeen, NJ
NJ	Health	N/A	RANDOLPH TWP HEALTH	12/31/2012 H730-035	190	Route 46, Rockaway, NJ
NJ	Health	N/A	ROXBURY HEALTH DEPT	12/31/2012 H730-036	1110	Route 46, Ledgewood, NJ
NJ	Health	N/A	BOARD OF HEALTH	12/31/2012 H730-037	230	East Mountain Avenue, Hackettstown, NJ
NJ	Health	N/A	HEALTH DEPT	12/31/2012 H730-039	185	Ridgedale Avenue, Florham Park, NJ
NJ	Health	N/A	DIVISION OF HEALTH	6/30/2012 H730-059	1452	Route 46, Parsippany, New Jersey
NJ	Health	N/A	DEPT OF HEALTH	12/31/2012 H730-145	2170	Fletcher Ave., Fort Lee, New Jersey
NJ	Health	N/A	TEANECK HEALTH DEPT	12/31/2012 H730-146	587	Cedar Lane, Teaneck, NJ
NJ	Health	N/A	DEPT OF HEALTH	12/31/2012 H730-147	600	Peterson Plank Rd, Union City, NJ
NJ	Health	N/A	NYC DEPT OF HEALTH	9/30/2012 H730-148	1453	Forest Ave., Staten Island, NY
NJ	Health	N/A	NYC DEPT OF HEALTH	9/30/2012 H730-150	1959	Bruckner Blvd., Bronx, NY
NJ	Health	N/A	CITY OF ELIZABETH	6/30/2012 H730-154	114-116	Rathway Ave., Elizabeth, NJ
NJ	Health	N/A	CITY OF ELIZABETH	6/30/2012 H730-155	955 E. Jersey St.,	Elizabeth, NJ
NJ	Health	N/A	CITY OF NEWARK	12/31/2012 H730-156	249	Park Ave., Newark, NJ
NJ	Health	N/A	JERSEY CITY	12/31/2012 H730-157	591	Communipaw Ave, Jersey City, NJ
NJ	Health	N/A	TOWNSHIP OF IRVINGTON	12/31/2012 H730-158	688-692	Lyons Avenue, Irvington, NJ
NJ	Health	N/A	CITY OF EAST ORANGE	7/31/2012 H730-161	434	Central Ave., Newark, NJ
NJ	Health	N/A	BAYONNE HEALTH DEPT	12/31/2012 H730-162	516	Broadway, Bayonne, NJ
NJ	Health	N/A	TOWNSHIP OF IRVINGTON	12/31/2012 H730-166	Springfield Ave.,	Irvington, NJ
NJ	Health	N/A	CITY OF NEWARK	12/31/2012 H730-167	125	Bergen St., Newark, NJ
NJ	Health	N/A	TWNSP OF WOODBRIDGE	12/31/2012 H730-168	419	U.S. Route 1, Iselin, NJ
NJ	Health	N/A	CITY OF RAHWAY	6/30/2012 H730-169	92	St. Georges Ave., Rahway, NJ

Schedule 1.1 (g) - Permits						
State	Type of Permit	Number	Jurisdiction	Expiration Date	Store #	Store Address
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-171	44 Victory Blvd., Staten Island, NY
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-173	2471 Hylan Blvd., Staten Island, NY
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-174	1 W Burnside Ave., Bronx, NY
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-175	C501 West Fordham Rd. Bronx, NY
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-176	375 East 149th St., Bronx, NY
NY	Health	N/A	NYC DEPT OF HEALTH	9/30/2012	H730-177	1731 Webster Ave., Bronx, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2013	H730-179	1524 S. Salina St., Syracuse, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2013	H730-180	7900 Brewerton Rd., Cicero, NY
NY	Health	N/A	CAYUGA CTY HEALTH	3/31/2012	H730-181	276 Grant Ave., Auburn, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2012	H730-183	825-829 butternut, Syracuse, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2012	H730-184	3821 Route 31, Liverpool, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2012	H730-185	1055 7th North Street, Liverpool, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2012	H730-186	3520 W Genessee, Camillus, NY
NY	Health	N/A	SENECA CTY HEALTH	9/30/2012	H730-187	2430 Route 414, Waterloo, NY
NY	Health	N/A	MADISON CTY HEALTH	2/28/2012	H730-188	127 Genesee St., Oneida, NY
NY	Health	N/A	ONODANGA CTY HEALTH	1/31/2012	H730-189	3406 Erie Blvd., Syracuse, NY
NY	Health	N/A	ONEIDA CTY HEALTH	12/31/2012	H730-191	8512 Seneca Turnpike, New Hartford, NY
NY	Health	N/A	STATE OF NY	8/31/2012	H730-192	200 S. Caroline St., Herkimer, NY
NY	Health	N/A	STATE OF NY	2/28/2012	H730-193	1004 Arsenal St., Watertown, NY
NY	Health	N/A	STATE OF NY	2/28/2012	H730-194	26720 Us Route 11, Evans Mills, NY
NY	Health	N/A	ONEIDA CTY HEALTH	12/31/2012	H730-198	235 Erie Blvd W., Rome, NY
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-031	576 New Brunswick Avenue, Perth Amboy, NJ
NJ	Fire	N/A	BUR OF FIRE PREV	12/31/2012	H730-033	Route 36 Airport Plaza, Hazlet, New Jersey
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-034	1109 State Highway 34, Aberdeen, NJ
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-035	190 Route 46, Rockaway, NJ
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-036	1110 Route 46, Ledgewood, NJ
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-037	230 East Mountain Avenue, Hackettstown, NJ
NJ	Fire	N/A	FIRE SAFETY	3/30/2012	H730-039	185 Ridgedale Avenue, Florham Park, NJ
NJ	Fire	N/A	FIRE PREVENTION BUREAU		H730-059	1452 Route 46, Parsippany, New Jersey
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-145	2170 Fletcher Ave., Fort Lee, New Jersey
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-146	587 Cedar Lane, Teaneck, NJ
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-147	600 Peterson Plank Rd, Union City, NJ
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-148	1453 Forest Ave., Staten Island, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-148	1453 Forest Ave., Staten Island, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-148	1453 Forest Ave., Staten Island, NY
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-150	1959 Bruckner Blvd., Bronx, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-150	1959 Bruckner Blvd., Bronx, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	4/30/2012	H730-150	1959 Bruckner Blvd., Bronx, NY
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-154	114-116 Rathway Ave., Elizabeth, NJ
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-156	249 Park Ave., Newark, NJ
NJ	Fire	N/A	FIRE SAFETY	3/31/2012	H730-157	591 Communipaw Ave, Jersey City, NJ
NJ	Fire	N/A	IRVINGTON FIRE DEPT	2/28/2012	H730-158	688-692 Lyons Avenue, Irvington, NJ

Schedule 1.1 (g) - Permits						
State	Type of Permit	Number	Jurisdiction	Expiration Date	Store #	Store Address
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-161	434 Central Ave., Newark, NJ
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-162	516 Broadway, Bayonne, NJ
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-164	Block 140, Lot 62 Rt. 1, North Brunswick, NJ
NJ	Fire	N/A	TOWNSHIP OF IRVINGTON		H730-166	Springfield Ave., Irvington, NJ
NJ	Fire	N/A	BUREAU OF FIRE		H730-168	419 U.S. Route 1, Iselin, NJ
NJ	Fire	N/A	FIRE SAFETY	8/31/2012	H730-169	92 St. Georges Ave., Rathway, NJ
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT	10/31/2012	H730-171	44 Victory Blvd., Staten Island, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	10/31/2012	H730-171	44 Victory Blvd., Staten Island, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	10/31/2012	H730-171	44 Victory Blvd., Staten Island, NY
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT	3/31/2012	H730-173	2471 Hylan Blvd., Staten Island, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	12/31/2012	H730-173	2471 Hylan Blvd., Staten Island, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	12/31/2012	H730-173	2471 Hylan Blvd., Staten Island, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	8/31/2012	H730-174	1 W Burnside Ave., Bronx, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	8/31/2012	H730-174	1 W Burnside Ave., Bronx, NY
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT		H730-175	C501 West Fordham Rd. Bronx, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT		H730-175	C501 West Fordham Rd. Bronx, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT		H730-175	C501 West Fordham Rd. Bronx, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	1/31/2012	H730-176	375 East 149th St., Bronx, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	1/31/2012	H730-176	375 East 149th St., Bronx, NY
NY	Liquid Gas	N/A	CITY OF NY FIRE DEPT	6/30/2012	H730-177	1731 Webster Ave., Bronx, NY
NY	Rangehood	N/A	CITY OF NY FIRE DEPT	6/30/2012	H730-177	1731 Webster Ave., Bronx, NY
NY	Refrig/AC	N/A	CITY OF NY FIRE DEPT	6/30/2012	H730-177	1731 Webster Ave., Bronx, NY
NY	Fire	N/A	ONEIDA FIRE DEPT	12/31/2012	H730-188	127 Genesee St., Oneida, NY
MD	Traders	2417855	State of Maryland	4/30/2012	18	1972 West Street, Annapolis, Maryland
MD	Chain Store	2379695	State of Maryland	4/30/2012	18	1972 West Street, Annapolis, Maryland
MD	Restaurant	7176793	State of Maryland	4/30/2012	18	1972 West Street, Annapolis, Maryland
MD	Traders	8440280	State of Maryland	4/30/2012	19	6665 Crain Hwy., La Plata, Maryland
MD	Chain Store	8597385	State of Maryland	4/30/2012	19	6665 Crain Hwy., La Plata, Maryland
MD	Restaurant	7176687	State of Maryland	4/30/2012	19	6665 Crain Hwy., La Plata, Maryland
MD	Traders	2417862	State of Maryland	4/30/2012	20	1043 MD RT 3 NORTH, GAMBRILLS, Maryland
MD	Chain Store	2723430	State of Maryland	4/30/2012	20	1043 MD RT 3 NORTH, GAMBRILLS, Maryland
MD	Restaurant	7176762	State of Maryland	4/30/2012	20	1043 MD RT 3 NORTH, GAMBRILLS, Maryland
MD	Traders	2417860	State of Maryland	4/30/2012	21	8073 Veterans Hwy., Millersville, Maryland
MD	Chain Store	2609730	State of Maryland	4/30/2012	21	8073 Veterans Hwy., Millersville, Maryland
MD	Restaurant	7176731	State of Maryland	4/30/2012	21	8073 Veterans Hwy., Millersville, Maryland
MD	Traders	8440279	State of Maryland	4/30/2012	22	2180 Crain Hwy., Waldorf, Maryland
MD	Chain Store	8384056	State of Maryland	4/30/2012	22	2180 Crain Hwy., Waldorf, Maryland
MD	Restaurant	7176922	State of Maryland	4/30/2012	22	2180 Crain Hwy., Waldorf, Maryland
MD	Traders	2417857	State of Maryland	4/30/2012	23	4107 Mountain Rd., Pasadena, Maryland
MD	Chain Store	2496311	State of Maryland	4/30/2012	23	4107 Mountain Rd., Pasadena, Maryland
MD	Restaurant	7176854	State of Maryland	4/30/2012	23	4107 Mountain Rd., Pasadena, Maryland
MD	Traders	16470817	State of Maryland	4/30/2012	24	10 Watkins Park Dr., Upper Marlboro, Maryland
MD	Chain Store	16705945	State of Maryland	4/30/2012	24	10 Watkins Park Dr., Upper Marlboro, Maryland

Schedule 1.1 (g) - Permits						
State	Type of Permit	Number	Jurisdiction	Expiration Date	Store #	Store Address
MD	Restaurant	7176755	State of Maryland	4/30/2012	24	10 Watkins Park Dr., Upper Marlboro, Maryland
MD	Traders	17474926	State of Maryland	4/30/2012	56	373 Thompson Creek Mall, Stevensville, Maryland
MD	Chain Store	17794237	State of Maryland	4/30/2012	56	373 Thompson Creek Mall, Stevensville, Maryland
MD	Restaurant	8218270	State of Maryland	4/30/2012	56	373 Thompson Creek Mall, Stevensville, Maryland
MD	Traders	16470815	State of Maryland	4/30/2012	65	5785 Crains Hwy. SW, Upper Marlboro, Maryland
MD	Chain Store	16647988	State of Maryland	4/30/2012	65	5785 Crains Hwy. SW, Upper Marlboro, Maryland
MD	Restaurant	10545289	State of Maryland	4/30/2012	65	5785 Crains Hwy. SW, Upper Marlboro, Maryland
MD	Traders	4433211	State of Maryland	4/30/2012	77	65 Dares Beach Rd. W., Prince Frederick, Maryland
MD	Chain Store	4633904	State of Maryland	4/30/2012	77	65 Dares Beach Rd. W., Prince Frederick, Maryland
MD	Restaurant	10445655	State of Maryland	4/30/2012	77	65 Dares Beach Rd. W., Prince Frederick, Maryland
MD	Traders	2417859	State of Maryland	4/30/2012	81	5734 Ritchie Hwy., Baltimore, Maryland
MD	Chain Store	2609649	State of Maryland	4/30/2012	81	5734 Ritchie Hwy., Baltimore, Maryland
MD	Restaurant	9878514	State of Maryland	4/30/2012	81	5734 Ritchie Hwy., Baltimore, Maryland
MD	Traders	2417856	State of Maryland	4/30/2012	82	1682 Annapolis Rd., Odenton, Maryland
MD	Chain Store	2394010	State of Maryland	4/30/2012	82	1682 Annapolis Rd., Odenton, Maryland
MD	Restaurant	9878521	State of Maryland	4/30/2012	82	1682 Annapolis Rd., Odenton, Maryland
MD	Traders	2417858	State of Maryland	4/30/2012	83	6734 Ritchie Hwy., Glen Burnie, Maryland
MD	Chain Store	2609648	State of Maryland	4/30/2012	83	6734 Ritchie Hwy., Glen Burnie, Maryland
MD	Restaurant	9878538	State of Maryland	4/30/2012	83	6734 Ritchie Hwy., Glen Burnie, Maryland
MD	Traders	2417861	State of Maryland	4/30/2012	84	7395 Balto Annap Blvd., Glen Burnie, Maryland
MD	Chain Store	2695771	State of Maryland	4/30/2012	84	7395 Balto Annap Blvd., Glen Burnie, Maryland
MD	Restaurant	9878545	State of Maryland	4/30/2012	84	7395 Balto Annap Blvd., Glen Burnie, Maryland
MD	Traders	2417863	State of Maryland	4/30/2012	85	798 Nursery Rd., Linthicum Heights, Maryland
MD	Chain Store	2797909	State of Maryland	4/30/2012	85	798 Nursery Rd., Linthicum Heights, Maryland
MD	Restaurant	9878552	State of Maryland	4/30/2012	95	798 Nursery Rd., Linthicum Heights, Maryland
MI	Food Service	SFE4982055749	State of Michigan	4/30/2012	199	17505 E Warren Ave, Detroit, Michigan
MI	Food Service	SFE4882057933	State of Michigan	4/30/2012	200	10120 W Warren Ave., Dearborn, Michigan
MI	Food Service	SFE4982055756	State of Michigan	4/30/2012	202	9848 Livernois, Detroit, MI
MI	Food Service	SFE3963055437	State of Michigan	4/30/2012	204	383 South Broadway, Lake Orion, MI
MI	Food Service	SFE4982055758	State of Michigan	4/30/2012	206	8939 W. 7 Mile Rd., Detroit, MI
MI	Food Service	SFE4982055752	State of Michigan	4/30/2012	207	15700 E. Eight Mile, Detroit, MI
MI	Food Service	SFE4982055751	State of Michigan	4/30/2012	208	2600 E. Eight Mile, Detroit, MI
MI	Food Service	SFE4982057471	State of Michigan	4/30/2012	209	6320 W. Fort St., Detroit, MI
MI	Food Service	SFE3963055436	State of Michigan	4/30/2012	210	4790 Dixie Hwy., Waterford Township, MI
MI	Food Service	SFE4982055748	State of Michigan	4/30/2012	213	13320 E. Jefferson, Detroit, MI
MI	Food Service	SFE4982055754	State of Michigan	4/30/2012	215	2715 W. Grand Blvd., Detroit, MI
MI	Food Service	SFE4982055750	State of Michigan	4/30/2012	217	9654 Gratiot Ave., Detroit, MI
MI	Food Service	SFE4982056539	State of Michigan	4/30/2012	218	17750 Fenkell, Detroit, MI
MI	Food Service	SFE4982057390	State of Michigan	4/30/2012	219	3785 Gratiot Ave., Detroit, MI
MI	Food Service	SFE4982055753	State of Michigan	4/30/2012	220	9041 Chalmers, Detroit, MI
MI	Food Service	SFE4063055438	State of Michigan	4/30/2012	221	606 S. Rochester Rd., Rochester Hills, MI
MI	Food Service	SFE4982055761	State of Michigan	4/30/2012	222	13546 W. McNichols, Detroit, MI
MI	Food Service	SFE4882057539	State of Michigan	4/30/2012	223	20990 Harper Ave., Harper Woods, MI
MI	Food Service	SFE4882043835	State of Michigan	4/30/2012	224	13253 Woodward, Highland Park, MI
MI	Food Service	SFE4882060842	State of Michigan	4/30/2012	225	12721 Michigan Avenue, Dearborn, MI
MI	Food Service	SFE4982057603	State of Michigan	4/30/2012	228	2339 Wayne Rd., Westland, MI
MI	Food Service	SFE4382057590	State of Michigan	4/30/2012	229	41670 Ford Rd., Canton, MI
MI	Food Service	SFE2025058210	State of Michigan	4/30/2012	230	G-6030 N. Saginaw St., Mt. Morris Township, MI
MI	Food Service	SFE2025058206	State of Michigan	4/30/2012	231	4427 Corunna Rd., Flint, MI
MI	Food Service	SFE4982056540	State of Michigan	4/30/2012	232	22345 Grand River, Detroit, MI
MI	Food Service	SFE4982055755	State of Michigan	4/30/2012	235	2601 W. Davison Ave., Detroit, MI
MI	Food Service	SFE2025058209	State of Michigan	4/30/2012	236	1445 W. Bristol Rd., Flint, MI
MI	Food Service	SFE2025058194	State of Michigan	4/30/2012	238	1914 N. Dort Hwy., Flint, MI
MI	Food Service	SFE4982055759	State of Michigan	4/30/2012	240	14201 W 7 Mile Rd., Detroit, MI
MI	Food Service	SFE2025061364	State of Michigan	4/30/2012	252	1765 S. Dort Hwy., Flint, MI

# **Schedule 1.1(n) - Telephones, Email**

FLORIDA							
NUMBER	TYPE	STREET	CITY	STATE	ZIP	PHONE	Email
HO-702	KFC	171-175 NE 166th St.	N. Miami Beach	FL	33162	305-947-4095	
H730-025	KFC-L	16215 N.E. 15th Ave.	N. Miami Beach	FL	33162	305-947-7056	
H730-027	KFC	17701 NW 27th Ave.	Miami (Carol City)	FL	33056	305-620-1341	
H730-030	KFC-L	13801 Biscayne Bl.	N. Miami Beach	FL	33181	305-948-3810	
H730-072	KFC/TB-L	232 S.E. First Ave.	Florida City	FL	33034	305-248-1509	
H730-073	KFC/TB	6501 Oversea Hwy.	Marathon	FL	33050	305-743-6644	
H730-128	KFC	966 S. W. 8th St.	Miami	FL	33130	305- 858-5405	
H730-129	KFC	9690 S. Dixie Hwy.	Miami	FL	33156	305-670-5144	
H730-130	KFC	3515 N. W. 7th Ave.	Miami	FL	33127	305-633-0603	
H730-131	KFC/TB	1190 N. W. 62nd St.	Miami	FL	33150	305-751-5389	
H730-132	KFC	11585 S. W. 40th St.	Miami	FL	33165	305-221-5233	
H730-133	KFC	815 W. Hallandale Beach	Hallandale	FL	33009	954-454-5618	
H730-135	KFC	3100 W. Broward Bl.	Fort Lauderdale	FL	33312	954-583-1824	
H730-138	KFC-O	10395 W. Sample Rd.	Coral Springs	FL	33065	954-753-9053	
H730-139	KFC-L	5450 University Dr.	Coral Springs	FL	33067	954-341-0386	
H730-140	KFC	506 S. Federal Hwy.	Dania	FL	33004	954-921-4750	
Juan Mujica	Market Director					305-525-7237	<a href="mailto:JMujica@kazifoods.com">JMujica@kazifoods.com</a>
Leonor Medina	Market Coach					954-650-1019	<a href="mailto:Imedina@kazifoods.com">Imedina@kazifoods.com</a>

MARYLAND							
NUMBER	TYPE	STREET	CITY	STATE	ZIP	PHONE	
H730-018	KFC	1978 West St.	Annapolis	MD	21401	410-224-4630	
H730-019	KFC-L	6665 Crain Hwy.	Laplat	MD	20646	301-934-0374	
H730-020	KFC-L	1043 Md. Rt. 3 North	Gambrills (Crofton)	MD	21054	410-721-5320	
H730-021	KFC-L	8073 Veterans Hwy.	Millersville	MD	21108	410-969-1233	
H730-022	KFC	2180 Crain Hwy.	Waldorf	MD	20601	301-645-7300	
H730-023	KFC-L	4107 Mountain Rd.	Pasadena (Lk Shore)	MD	21122	410-255-4575	
H730-024	KFC-L	10 Watkins Park Dr.	Upper Marlboro	MD	20772	301-249-9711	
H730-056	KFC-L	373 Thompson Creek Mall	Stevensville	MD	21666	410-604-0620	
H730-065	KFC/A&W	5785 SW Crain Hwy.	Upper Marlboro	MD	20772	301-780-3640	
H730-077	KFC	Daves Beach Rd., Rte. 4	Prince Frederick	MD	20678	410-535-2288	
H730-081	KFC-L	5734 Ritchie Hwy.	Baltimore	MD	21061	410-544-8616	
H730-082	KFC-L	1682 Annapolis Rd.	Glen Burnie	MD	21060	410-636-2176	
H730-083	KFC-L	6734 Ritchie Hwy.	Glen Burnie	MD	21061	410-760-5687	
H730-084	KFC-L	7395 Baltimore Annapolis Bl.	Glen Burnie	MD	21061	410-551-7845	
H730-085	KFC-L	708 Nursery Rd.	Lithicum	MD	21090	410-760-5687	
H730-087	KFC-L	5400 Lynx Ln.	Columbia	MD	21044	410-760-9339	
H730-142	KFC/LJS-L	302 Canberra Way	Bryans Road	MD	20616		
Ed Duffy	Market Director					347-229-4377	<a href="mailto:eduffy@kazigroup.com">eduffy@kazigroup.com</a>
Dianne Sechak	Market Coach					410-598-7570	<a href="mailto:dsechak@kazifoods.com">dsechak@kazifoods.com</a>
Regetta Polk	Market Coach					410-920-1704	<a href="mailto:rpolk@kazifoods.com">rpolk@kazifoods.com</a>

### Schedule 1.1(n) - Telephones, Email

Michigan						
NUMBER	TYPE	STREET	CITY	STATE	ZIP	PHONE
HO-707	Office	1715A Larchwood	Troy	MI	48083	248-250-9357
H730-199	KFC-O	17505 E. Warren Ave.	Detroit	MI	48224	313-881-0923
H730-200	KFC-O	10120 W. Warren Ave.	Dearborn	MI	48126	313-846-0026
H730-202	KFC-O	9848 Livernois Ave.	Detroit	MI	48204	313-935-0422
H730-204	KFC/PH-L	383 S. Broadway St.	Lake Orion	MI	48362	248-693-9867
H730-206	KFC/PH-O	8939 W. 7 Mile Rd.	Detroit	MI	48221	313-864-4050
H730-207	KFC-O	15700 E. 8 Mile Rd.	Detroit	MI	48205	313-526-2838
H730-208	KFC/PH-O	2600 E. 8 Mile Rd.	Detroit	MI	48234	313-366-8821
H730-209	KFC/TB-O	6320 W. Fort St.	Detroit	MI	48209	313-843-2317
H730-210	KFC/A&W-O	4790 Dixie Hwy.	Waterford	MI	48329	248-673-2030
H730-211	KFC-O	3510 Clio Rd.	Flint	MI	48504	810-785-7895
H730-213	KFC/TB-O	13320 E. Jefferson Ave.	Detroit	MI	48215	313-824-6705
H730-215	KFC-O	2716 W. Grand Blvd.	Detroit	MI	48208	313-875-4366
H730-217	KFC-O	9654 Gratiot Ave.	Detroit	MI	48213	313-924-7029
H730-218	KFC-O	17750 Fenkell St.	Detroit	MI	48227	313-835-6712
H730-219	KFC-O	3785 Gratiot St.	Detroit	MI	48207	313-921-9233
H730-220	KFC-O	9041 Chalmers	Detroit	MI	48213	313-372-0142
H730-221	KFC/LJS-O	606 S. Rochester Rd.	Rochester Hills	MI	48307	248-652-1730
H730-222	KFC-O	13546 W. McNichols Rd.	Detroit	MI	48235	313-862-1333
H730-223	KFC-O	20990 Harper Ave.	Harper Woods	MI	48225	313-881-8144
H730-224	KFC-O	13253 Woodward Ave.	Highland Park	MI	48203	313-868-0050
H730-225	KFC-L	12721 Michigan Ave.	Dearborn	MI	48126	313-582-0610
H730-227	KFC-O	6021 Dort Hwy.	Grand Blanc	MI	48439	810-695-1457
H730-228	KFC-O	2339 S. Wayne Rd.	Westland	MI	48185	734-326-1750
H730-229	KFC-O	41670 Ford Rd.	Canton	MI	48187	734-981-4090
H730-230	KFC-O	G-6030 N. Saginaw	Mt. Morris	MI	48458	810-785-0886
H730-231	KFC/A&W-L	4427 Corunna Rd.	Flint	MI	48532	810-733-2213
H730-232	KFC-O	22345 Grand River	Detroit	MI	48219	313-543-9250
H730-234	KFC/A&W-O	1361 N. Opdyke Rd.	Auburn Hills	MI	48326	248-475-0949
H730-235	KFC-O	2601 W. Davison Ave.	Detroit	MI	48238	313-867-7270
H730-236	KFC-O	1445 W. Bristol Rd.	Flint	MI	48507	810-239-4628
H730-238	KFC-O	1914 N. Dort Hwy.	Flint	MI	48506	810-232-1791
H730-240	KFC/LJS-L	14201 W. 7 Mile Rd.	Detroit	MI	48235	313-861-0645
H730-247		1000 S. Opdyke Rd.	Pontiac	MI	48341	248-456-0526
H730-252	Whse/Office	325 W. Pearl St.	Plymouth	MI	48170	
Patrick Blayney	Market Director				313-520-6631	<a href="mailto:pblayney@kazigroup.com">pblayney@kazigroup.com</a>
Paul Jedro	Market Coach				313-529-5993	<a href="mailto:pjedro@kazigroup.com">pjedro@kazigroup.com</a>
Sonia Simmons	Market Coach				810-908-1801	<a href="mailto:ssimmons@kazigroup.com">ssimmons@kazigroup.com</a>
Crystal Wilborn	Market Coach				313-520-8044	<a href="mailto:cwilborn@kazigroup.com">cwilborn@kazigroup.com</a>
Val Steward	Market Coach				313-778-0447	<a href="mailto:vsteward@kazigroup.com">vsteward@kazigroup.com</a>

### Schedule 1.1(n) - Telephones, Email

NEW JERSEY						
NUMBER	TYPE	STREET	CITY	STATE	ZIP	PHONE
H730-031	KFC-O	576 New Brunswick Ave.	Perth Amboy	NJ	08861	732-442-1841
H730-033	KFC-L	Route 36 & Middle Road	Hazlet	NJ	07730	732-739-9200
H730-034	KFC-O	Route 34 & Lloyd Road	Aberdeen	NJ	07747	732-583-4529
H730-035	KFC-O	190 Route 46	Rockaway	NJ	07866	973-625-1432
H730-036	KFC/LJS-O	1110 Route 46	Ledgewood	NJ	07852	973-584-2850
H730-037	KFC-O	230 E. Mountain Ave.	Hackettstown	NJ	07840	908-852-9523
H730-039	K/Px-O	185 Ridgedale Ave.	Florham Park	NJ	07932	973-377-8012
H730-059	KFC-L	1452 Route 46 West	Parsippany	NJ	07504	973-394-9417
H730-145	K/T-L	2170 Fletcher Ave.	Fort Lee	NJ	07024	201-592-5245
H730-146	KFC	587 Cedar Ln.	Teaneck	NJ	07666	201-836-8178
H730-147	KFC-L	600 Patterson Plank Rd.	Union City	NJ	07087	201-863-6469
H730-154	KFC-L	114-16 Rahway Ave.	Elizabeth	NJ	07202	908-354-2551
H730-155	KFC-L	955 E. Jersey St.	Elizabeth	NJ	07201	908-289-6520
H730-156	KFC-L	249 Park Ave.	Newark	NJ	07107	973-481-2612
H730-157	K/Px-O	591 Communipaw Rd.	Jersey City	NJ	07304	201-433-1151
H730-158	KFC-O	688 Lyons Ave., #692	Irvington	NJ	07111	973-371-8107
H730-161	KFC-L	434 Central Ave.	East Orange	NJ	07018	973-674-9300
H730-162	KFC-L	516 Broadway	Bayonne	NJ	07002	201-858-1573
H730-164	K/Px-L	1055 U.S. Highway 1 South	North Brunswick	NJ	08902	732-247-8786
H730-166	K/Px-L	841 Springfield Ave.	Irvington	NJ	07111	973-375-5761
H730-167	KFC-L	125 Bergen St.	Newark	NJ	07103	973-622-2437
H730-168	KFC-O	419 U.S. Highway 1 South	Iselin	NJ	08830	732-602-1630
H730-169	K/Px-L	92 St. Georges Ave.	Rahway	NJ	07065	732-680-9310

# **Schedule 1.1(n) - Telephones, Email**

New York						
NUMBER	TYPE	STREET	CITY	STATE	ZIP	PHONE
H730-148	KFC-L	1453 Forest Ave.	Staten Island	NY	10302	718-447-2822
H730-150	KFC-L	1959 Bruckner Bl.	Bronx	NY	10472	718-409-4061
H730-171	K/T-L	44 Victory Bl.	Staten Island	NY	10301	718-442-5272
H730-173	KFC-L	2471 Hylan Bl.	Staten Island	NY	10306	718-667-4882
H730-174	KFC-L	1 W. Burnside Ave.	Bronx	NY	10453	718-329-2698
H730-175	KFC-L	1 W. Fordham Rd.	Bronx	NY	10468	718-563-2046
H730-176	KFC-L	375 E. 149th St.	Bronx	NY	10455	718-585-8333
H730-177	K/T-L	1731 Webster Ave.	Bronx	NY	10457	718-299-2227
H730-179	KFC-L	1524 S. Salina St.	Syracuse	NY	13205	315-472-4441
H730-180	KFC-L	7900 Brewerton Rd.	Cicero	NY	13039	315-699-4068
H730-181	K/A-L	276 Grant Ave.	Auburn	NY	13021	315-255-0410
H730-183	KFC-L	825 Butternut St., #829	Syracuse	NY	13208	315-472-9766
H730-184	K/A-L	3821 Route 31	Liverpool	NY	13088	315-652-1036
H730-185	K/T-L	1055 7th North St.	Liverpool	NY	13088	315-457-1500
H730-186	KFC-L	3520 W. Genesee St.	Camillus	NY	13219	315-487-8532
H730-187	K/T-O	2430 State Route 414	Waterloo	NY	13165	315-539-0807
H730-188	K/A-L	127 Genesee St.	Oneida	NY	13421	315-366-0340
H730-189	KFC-L	3406 Erie Bl. East	Dewitt	NY	13214	315-446-9333
H730-191	KFC-L	8512 Seneca Turnpike	New Hartford	NY	13413	315-735-2144
H730-192	K/T-L	200 S. Caroline St.	Herkimer	NY	13350	315-866-3500
H730-193	KFC-L	1004 Arsenal St.	Watertown	NY	13601	315-782-7395
H730-194	KFC-O	26720 US Route 11	Evans Mills	NY	13637	315-629-0521
H730-198	KFC-L	205-211 Erie Bl.	Rome	NY	13440	315-336-7290
Roy Blake	Market Director					<a href="mailto:rblake@kazifoods.com">rblake@kazifoods.com</a>
CARLOS QUINONES	Market Coach				973-216-0816	<a href="mailto:jbarnett@kazifoods.com">jbarnett@kazifoods.com</a>
JOAN BARNETT	Market Coach				917-822-0175	<a href="mailto:nsterling@kazifoods.com">nsterling@kazifoods.com</a>
NADINE STERLING	Market Coach				646-873-0101	<a href="mailto:kwynter@kazifoods.com">kwynter@kazifoods.com</a>
KARLENE WYNTER	Interim MC				908-917-0271	<a href="mailto:slamanna@kazifoods.com">slamanna@kazifoods.com</a>
Shari Lamanna	Market Coach				315-868-8620	<a href="mailto:whurwitz@kazifoods.com">whurwitz@kazifoods.com</a>
Wesley Hurwitz	Market Coach					
Meloney Morris	Dir. Of Training				410-218-8073	<a href="mailto:mmorris@kazifoods.com">mmorris@kazifoods.com</a>
Hershey Office					717-534-2422	
St Croix Office					340-778-8000	
St Thomas Office					340-714-7310	

FAX 443-782-1444  
FAX 717-534-2239

**Schedule 1.2 - Real Property Schedule**

<b>Store No.</b>	<b>Address</b>	<b>City</b>
<b>Kazi Florida</b>		
27	17701 Northwest 27th Avenue	Miami
73	6501 Overseas Highway	Marathon
128	966 SW 8th St	Miami
129	9690 S Dixie Hwy	Miami
130	3515 N.W. Seventh Avenue	Miami
131	1190 NW 62nd Street	Miami
133	815 W Hallandale Beach Blvd	Hallandale
135	3100 W Broward Blvd.	Fort Lauderdale
138	10395 W. Sample Rd.	Coral Springs
<b>Kazi Michigan</b>		
199	17505 E Warren Ave	Detroit
200	10120 W Warren Ave	Dearborn
202	9848 Livernois Ave	Detroit
206	8939 W 7 Mile Rd	Detroit
207	15700 E 8 Mile Rd	Detroit
208	2600 E 8 Mile Rd	Detroit
209	6320 W Fort St	Detroit
210	4790 Dixie Hwy	Waterford
211	3510 Clio Rd	Flint
213	13320 E Jefferson Ave	Detroit
215	2716 W. Grand Blvd.	Detroit
217	9654 Gratiot Ave	Detroit
218	17750 Fenkell St	Detroit
219	3785 Gratiot St.	Detroit
220	9041 Chalmers	Detroit
221	606 S. Rochester Rd.	Rochester Hills
222	13546 W McNichols Rd	Detroit
223	20990 Harper Ave	Harper Woods
224	13253 Woodward Ave	Highland Park
227	6021 Dort Hwy	Grand Blanc
228	2339 S Wayne Rd	Westland
229	41670 Ford Rd	Canton
230	G-6030 N Saginaw	Mount Morris
232	22345 Grand River	Detroit
234	1361 N Opdyke Road	Auburn Hills
235	2601 W Davison Avenue	Detroit
236	1445 West Bristol Road	Flint
238	1914 N Dort Hwy	Flint
252	1765 South Dort Highway	Flint



Store No.	Address	City
<b>Kazi New York</b>		
31	576 New Brunswick Avenue	Perth Amboy
34	1109 State Highway 34	Aberdeen
35	190 Route 46	Rockaway
36	1110 Route 46	Ledgewood
37	230 East Mountain Avenue	Hackettstown
39	185 Ridgedale Avenue	Florham Park
157	591 Communipaw Ave	Jersey City
158	688-692 Lyons Avenue	Irvington
168	419 U.S. Route 1	Iselin
187	2430 Route 414	Waterloo
194	26720 Us Route 11	Evans Mills

<b>Schedule 1.2(a) - Escrowed Real Property Schedule</b>
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Store No.	Address	City	State
18	1978 West Street	Annapolis	MD
22	2180 Crain Highway	Waldorf	MD
65	5785 S.W. Crain Highway	Upper Marlboro	MD
77	65 West Dares Beach Road	Prince Frederick	MD
82	1682 Annapolis Rd	Odenton	MD
140	506 S. Federal Hwy.	Dania	FL
247	1000 S. Opdyke Road	Pontiac	MI
87	5400 Lynx Ln	Columbia	MD

**Schedule 1.3(i) Excluded Deposits**

Vendor	Market	Amount
UFPC, Louisville	FL	2,000
FLORIDA POWER & LIGHT	KFL	48,540
Leading Resturant Services	KFL	10,000
DBM WASTE SYSTEMS	KMD	8,446
DTE Energy	KMI	126,279
Suez Energy Resources	KNY	47,926
Potomac Electric Power Co	KNY	2,500
Deldemarva Pwer & Light	KNY	6,288
NATIONAL GRID	KNY	1,083
NATIONAL GRID	KNY	4,040
NATIONAL GRID	KNY	3,891
NATIONAL GRID	KNY	3,727
NATIONAL GRID	KNY	3,893
NATIONAL GRID	KNY	5,245
NATIONAL GRID	KNY	4,384
NATIONAL GRID	KNY	3,838
NATIONAL GRID	KNY	4,622
NATIONAL GRID	KNY	3,915
NATIONAL GRID	KNY	3,327
NATIONAL GRID	KNY	3,891
NATIONAL GRID	KNY	5,198
NATIONAL GRID	KNY	4,237
NATIONAL GRID	KNY	841
NATIONAL GRID	KNY	2,617
NATIONAL GRID	KNY	4,216
DBM WASTE SYSTEMS INC	KNY	31,807
UFPC, Louisville	MD	3,000
Georges	MD	37,500
UFPC, Louisville	NY	7,500
Total Excluded Deposits		394,750

**Schedule 1.3**  
**Excluded Assets**

**Schedule 1.3(l) - Excluded Assets Schedule**

<b>Store #</b>	<b>Asset</b>	<b>Address</b>
201	Real Property and Contents	12010 Greenfield Road, Detroit, MI 48227
212	Real Property and Contents	14401 Grand River Ave, Detroit, MI 48227
216	Real Property and Contents	1850 McNichols Rd, Detroit, MI
151	321 E Fordham Rd	Bronx, NY
163	2704 Route 22 E	Union, NJ

**Schedule 2.2 Expired Leases**

Market	Store No.	Address	NY	State
KNY	148	1453 Forest Ave	Staten Island	NY
KNY	163	2704 Route 22 E	Union	NJ
KNY	167	125 Bergen St	Newark	NJ
KNY	151	321 E Fordham Rd	Bronx	NY

Schedule 2.8  
Allocation of Purchase Price

[To be agreed to before Closing]

**Schedule 4.1(e)**  
**Litigation**

None

**Schedule 4.1(g) Real Property Taxes**

Market	Buyer Responsibility	Seller Responsibility	Unsecured	Seller (locations for sale)	Total	Pre paid tax to be reimbursed by buyer to seller
<b>FL</b>	<b>514,026</b>	<b>322,684</b>	<b>84,346</b>	-	<b>921,056</b>	-
25	32,751	16,322	0	-	49,072	-
27	38,668	20,291	-	-	58,959	-
30	52,450	27,590	0	-	80,040	-
71	-	5,680	30,379	-	36,059	-
72	50,201	24,332	(0)	-	74,533	-
73	8,365	7,869	0	-	16,235	-
128	59,944	25,875	-	-	85,818	-
129	73,250	33,741	(0)	-	106,991	-
130	38,737	24,059	(0)	-	62,796	-
131	20,640	6,123	-	-	26,764	-
132	60,134	28,880	-	-	89,014	-
133	30,177	28,881	-	-	59,058	-
134	-	3,943	11,830	-	15,773	-
135	10,763	9,908	-	-	20,671	-
136	-	277	1,630	-	1,907	-
137	-	14,007	13,761	-	27,769	-
138	19,907	18,846	0	-	38,753	-
139	-	8,915	26,746	-	35,662	-
140	18,038	17,145	0	-	35,183	-
<b>MD</b>	<b>10,521</b>	<b>60,308</b>	<b>0</b>	-	<b>70,829</b>	<b>34,754</b>
20	-	9,301	-	-	9,301	-
21	-	(2,474)	-	-	(2,474)	2,474
22	-	(3,203)	-	-	(3,203)	3,203
77	-	(2,363)	-	-	(2,363)	2,363
82	-	(2,499)	-	-	(2,499)	2,499
83	-	(2,375)	-	-	(2,375)	2,375
85	-	(2,748)	-	-	(2,748)	2,748
142	10,521	1,874	-	-	12,395	-
18	-	(5,114)	-	-	(5,114)	5,114
23	-	15,140	-	-	15,140	-
24	-	(2,991)	-	-	(2,991)	2,991
65	-	(6,845)	-	-	(6,845)	6,845
81	-	13,118	-	-	13,118	-
84	-	(1,158)	-	-	(1,158)	1,158
87	-	(2,984)	-	-	(2,984)	2,984
MD_Adm	-	55,629	-	-	55,629	-



Market	Buyer Responsibility	Seller Responsibility	Unsecured	Seller (locations for sale)	Total	Pre paid tax to be reimbursed by buyer to seller
<b>MI</b>	<b>459,667</b>	<b>47,495</b>	<b>5,413</b>	<b>101,018</b>	<b>613,592</b>	<b>106,264</b>
199	23,874	(6,205)	-	-	17,669	6,205
200	27,082	15,934	-	-	43,016	-
201	-	-	-	15,495	15,495	-
202	30,516	(7,780)	-	-	22,736	7,780
205	-	2,179	-	-	2,179	-
206	35,698	(5,645)	-	-	30,053	5,645
207	30,879	(8,127)	-	-	22,752	8,127
208	28,654	(7,763)	-	-	20,891	7,763
209	20,615	(3,124)	-	-	17,491	3,124
210	-	11,908	-	-	11,908	-
211	-	8,858	-	-	8,858	-
212	-	-	-	59,889	59,889	-
213	17,142	(4,829)	-	-	12,313	4,829
215	25,007	(6,515)	-	-	18,492	6,515
216	-	-	-	25,633	25,633	-
217	17,239	(4,668)	-	-	12,571	4,668
218	29,066	(7,783)	-	-	21,283	7,783
219	17,401	(5,095)	-	-	12,306	5,095
220	22,531	(6,311)	-	-	16,219	6,311
221	-	10,149	-	-	10,149	-
222	21,707	(6,095)	-	-	15,612	6,095
223	21,252	8,324	-	-	29,576	-
224	4,663	12,958	-	-	17,621	-
226	-	-	109	-	109	-
227	-	16,992	-	-	16,992	-
228	2,516	(6,319)	-	-	(3,803)	6,319
229	21,090	8,426	-	-	29,516	-
231	-	1,997	-	-	1,997	-
232	36,535	(8,988)	-	-	27,548	8,988
234	-	21,549	-	-	21,549	-
235	25,431	(4,127)	-	-	21,304	4,127
236	-	5,734	-	-	5,734	-
238	-	12,061	-	-	12,061	-
240	-	4,375	-	-	4,375	-
252	-	1,600	-	-	1,600	-
239	-	4,357	5,304	-	9,662	-
248	-	2,811	-	-	2,811	-
230	-	3,040	-	-	3,040	-
247	770	(6,891)	-	-	(6,121)	6,891
MI_Adm	-	507	-	-	507	-

Market	Buyer Responsibility	Seller Responsibility	Unsecured	Seller (locations for sale)	Total	Pre paid tax to be reimbursed by buyer to seller
NY	31,460	344,585	9,263	-	385,309	8,309
31	-	12,218	-	-	12,218	-
33	6,225	20,170	-	-	26,396	-
34	-	8,094	-	-	8,094	-
35	-	8,411	-	-	8,411	-
36	-	9,712	-	-	9,712	-
37	-	11,655	-	-	11,655	-
39	-	5,606	-	-	5,606	-
145	-	8,136	-	-	8,136	-
147	8,580	13,786	-	-	22,366	-
154	-	7,701	-	-	7,701	-
155	-	6,635	3,493	-	10,129	-
156	-	(3,822)	-	-	(3,822)	3,822
158	360	11,584	-	-	11,944	-
159	-	6,084	5,770	-	11,853	-
161	8,871	11,244	-	-	20,115	-
162	-	9,487	-	-	9,487	-
168	-	11,123	-	-	11,123	-
169	-	10,450	-	-	10,450	-
174	7,423	10,105	-	-	17,529	-
180	-	1,165	-	-	1,165	-
146	-	5,397	-	-	5,397	-
148	-	12,491	-	-	12,491	-
150	-	15,662	-	-	15,662	-
151	-	6,838	-	-	6,838	-
157	-	4,903	-	-	4,903	-
160	-	-	-	-	-	-
164	-	(4,487)	-	-	(4,487)	4,487
167	-	4,576	-	-	4,576	-
171	-	14,059	-	-	14,059	-
173	-	11,754	-	-	11,754	-
175	-	16,826	-	-	16,826	-
177	-	6,613	-	-	6,613	-
179	-	3,418	-	-	3,418	-
181	-	5,693	-	-	5,693	-
183	-	2,656	-	-	2,656	-
184	-	3,887	-	-	3,887	-
185	-	5,117	-	-	5,117	-
186	-	5,256	-	-	5,256	-
187	-	3,457	-	-	3,457	-
188	-	11,313	-	-	11,313	-
189	-	7,303	-	-	7,303	-
191	-	3,294	-	-	3,294	-
192	-	3,203	-	-	3,203	-
193	-	12,646	-	-	12,646	-
194	-	3,165	-	-	3,165	-
(blank)	-	-	-	-	-	-
(blank)	-	-	-	-	-	-
<b>Grand Total</b>	<b>1,015,674</b>	<b>775,072</b>	<b>99,023</b>	<b>101,018</b>	<b>1,990,786</b>	<b>149,326</b>
	-	-	-	(0)	-	-

Note: Certain penalties and interest charges may not be reflected above